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COURTYARD HOMEOWNERS ASSOCIATION BOARD MEETING Minutes
TUESDAY, September 8, 2020
6:30 p.m. VIA ZOOM

- I. Call to Order: Board members were present, as follows: Denise Hogan, Jim Lloyd, Janet Wright, Waneen Spirduso, Konavis Smith and Henry Mistrot (Henry was not present until later in the meeting). Marilyn Childress, Association Manager for Goodwin Management was also present.
- II. Approval of February 25, 2020 meeting minutes: Konavis moved to accept the minutes as presented, and to enter all items below, A and B a.-l., into the permanent minutes of the association. After a second by Waneen the vote was as follows: 4 ayes, 1 abstained, one board member not present at the time of the vote.
 - A. Adoption of Kimberley letter & HOA Board response to Kimberley letter into minutes
 - B. Adoption of HOA Board email votes since February into minutes (in-person meetings postponed since March due to local COVID restrictions on gatherings of more than 10 people)
 - a. Vote to approve updates to Kayak Rack lease 4/4/20
 - b. Vote to approve by acclamation all HOA Board officer positions for 2020 4/16/20
 - c. Vote to approve new Agreement in Principle on proposed Hotel at Champion Tract 4 with a total square footage not to exceed 95,000 square feet and other conditions 5/6/20
 - d. Vote to approve repairs to Kayak Rack area 6/15/20
 - e. Vote to approve improvements to Park Gate and installation of Pedestrian gate 6/15/20
 - f. Vote to approve Security guard for Park for July 4th weekend 7-1-20
 - g. Vote to approve referral to HOA attorney the matter of M Smith v. P Dhody under Article IX, section 2 "Complaints by Owner" 7/10/20
 - h. Vote to approve referral to HOA attorney the matter of Courtyard Boat Dock Condominium (CBDC) owners regarding access to HOA Common Areas 8/14/20
 - i. Vote to approve Security guard for Park/Boat-Trailer Storage area for Labor Day weekend 9/3/20
- III. Committee Reports
 - A. ECC: Janet Wright submitted a report.
 - B. Community Park (new signs, new gates): Terry Edwards submitted a report.
 - C. Landscape /Decorating: Ed Ueckert submitted a report.
 - D. Security: Jim gave an oral report, focusing on the recent car burglaries.
 - E. Welcome: Erik Maye submitted a report
 - F. Social: Joany Price submitted a report and gave a brief oral reminder that

due to COVID-19, social activities have been put on hold.

- G. Communications: Jen Harold/Matt Halstead: Matt is in charge of the community eblasts. He is working on a process that is more inclusive and will send it to the board for review.
- H. Compliance (CBDC boat dock owners & access across Park, Yard Signs, 311 App to report issues that fall under City of Austin regulations): Denise submitted a report and gave a brief oral explanation of how to use the City of Austin 311 app to report City issues.
- I. Kayak: Fred Wahlers submitted a report and gave a brief oral summary. Recent repairs and improvements to the entry area to the kayak rack were completed and turned out great. The rack is presently filled and there are 10 people on the Wait List. Fred would like to transition off the position of Kayak Chair. No replacement has been determined.
- J. Fire Safety & Prevention: In Richard Stelzner's absence, Denise reported an incident recently on the Fred C Morse property where a tree was on fire. The Fire Department was very responsive and on scene in 3 minutes, had the fire out in 5 minutes and stayed on scene for an hour to monitor.
- K. Area Development & Governmental Liaison: Denise submitted a report.

IV. Financial:

- A. Budget proposals for calendar year 2021: Jim Lloyd is working on the budget and asking for committee chairs to submit their requests in order to meet the 10/1 deadline for determining 2021 dues. Jim has set a 9/24 deadline to have funding requests to him.

V. New Business

- A. Revision of By-Laws, addition of Section 6 under Article IV, an update to allow penalty for non-compliance on Lots (example: Short-Term Rentals), with the following language: Waneen moved to adopt the proposed language, Konavis seconded and all present voted to adopt the language as stated below.

"The Board has the authority to make reasonable rules and regulation regarding use and/or maintenance of the Properties (including Common Areas and Lots), the conduct of persons thereon, and imposition of penalties for violation of the governing documents."

- B. Revised Common Area Usage rules: Janet moved to adopt the revised common area usage rules with the caveat that Henry's suggestion regarding toy cars be adopted; Jim provided a second and all present approved the change
- C. Revised ECC Guidelines: Table for further review.
- D. Rule requiring all owners of leased properties to provide name and contact information for all lessees: Tabled to next meeting.
- E. Lawn mower & leaf blower noise complaint and request from homeowner: Tabled to next meeting.

VI. Old Business

- A. New Board member to fill Leslie Craven's remaining term-pending
- B. Swing set for Park – pending
- C. Update on Common area maintenance: Park (tree maintenance & ball moss, removal of tree downed by storm), Common area 4 + Common area removal, undergrowth): Denise gave a brief summary of the work done on these Common areas.
- D. CONA membership-pending

VII. Neighbor Questions

A 15-minute period was allotted to listen to neighbor questions.

VIII. Set next Board Zoom meeting date: October 13, 2020

IX. Adjournment: At 8:05 PM, Konavis moved to adjourn, Waneen seconded, and after approval from all, the meeting was adjourned.

Approved: Denise Hagan, Pres Date: 10/13/20

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Statement to Courtyard HOA Board of Directors – February 25, 2020

Good evening, I am Knox Kimberly, and my wife Debbie and I live at 5908 Inter Council Cove. Each of you received our letter of February 10, which has gone without response, and prior to that, Denise, Paul and Janet received an e-mail on February 6 with questions, which has gone without response. As detailed in those communications, we strongly disapprove of the manner in which you have handled this situation and find your unwillingness to respond to our questions to be disrespectful.

We are told that approximately 20 years ago, this HOA advised residents that it would not maintain the common areas but invited residents to maintain the portions adjacent to their homes. We are told that on several occasions since, the HOA has considered moving in a different direction but decided against doing so. We are advised that your predecessor as President, Denise, was fully aware of this circumstance but did nothing about it.

When the HOA collected its transfer fee when we purchased our home in 2017, you could have notified us of the concern at that time, but you did not. When shortly thereafter we sought approval from the ECC to make front streetscape improvements that have brought many compliments from our neighbors, the ECC could have notified us of the concern but did not. Given this history, you could at least have offered to share in the compliance costs, but you did not. This is exactly the type of inconsistency and insensitivity that leads so many people to disdain HOAs.

We are not among those, by the way – I served as an HOA President in my former home state of Arizona, and fully appreciate the important role of HOAs in making communities special. But in this case, this HOA has let us down and treated us poorly. We'll accede to your demand because the matter does not justify our further investment of time and finances beyond what we have and will incur to comply, but as the nominal winner, I believe the HOA is the real loser because you could have handled this manner differently and will now bear the consequences of your choice.

Those consequences include increased liability risk as well as the financial and logistical ramifications of cleaning up and thereafter maintaining a hodge-podge of individual circumstances in the reclaimed common areas. It is said that no good deed goes unpunished, and it is ironic that the two owners along common area 4 who have invested the most in cleaning up and maintaining their part of the area are the two who will suffer the largest financial consequences to comply with your demand.

Going forward, it will be all Courtyard owners who will bear the maintenance costs and you will be held accountable for living up to the responsibility this HOA ignored all these years – not necessarily a bad thing, but your lack of transparency as to exactly what precipitated this abrupt change of course, your lack of concern for the consequences to those of us who did not know of the circumstances, and your lack of accountability for missing multiple opportunities to bring this to our attention over the past two and a half years are extremely disappointing.

As a result, we have lost trust that this HOA can be counted on to deal with its homeowners justly and in good faith. As injustices go, this is very minor in comparison to the massive injustices I witness in this world each day in my labors for a large nonprofit organization. Like so many of those injustices, this one could have been avoided, or at least mitigated, but you chose otherwise to our detriment.

I respectfully request that this statement be appended to the minutes of this meeting for the record and made available to all Courtyard owners on the HOA website with those minutes.

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Courtyard HOA Board
Response to Kimberley letter dated February 25, 2020

HOA Board response:

In the Fall of 2019, the HOA received a formal complaint, corroborated by several informal complaints, about the condition of Common Area 4. Common Area 4 is a section of land owned by the HOA which begins on Tom Wooten Drive, continues southward between the backyards of 15 homeowner properties, abuts and continues as Common Area 55, and exits on Scout Island Circle South. Maintenance of the area was needed and access to the area was complicated by the existence of barriers that had been erected across the HOA's land over time by a few homeowners. In collaboration with several Board and Committee members, a plan was formulated to approach the maintenance of the HOA-owned Common Area 4/55.

The HOA is under no obligation to inform residents of work being performed on HOA-owned land; **however, out of an abundance of caution and care for the homeowners**, a full and thorough plan was formulated and shared with the homeowners whose properties are contiguous with Common Area 4/55. An initial email was sent to all 15 homeowners on 12/31/19, informing all of the homeowners about the work that would be done on Common Area 4/55. In total, three emails were sent to all 15 homeowners (including the Kimberleys) on 12/31/19, 2/24/20, and 4/15/20, with thorough explanations of the work to be done, why it was being done, dates describing when the work would be done, and the notification that any barriers erected across HOA Common Area must be removed within 30 days from the date of the email. As the project developed, more time was given to the homeowners who had to remove fences or elected to erect fences.

The HOA had multiple interchanges, including emails and personal visits, with the various homeowners whose properties are contiguous with Common Area 4. Every attempt to inform and update the homeowners was made. Not a single homeowner was unhappy about the planned maintenance except for one. In fact, most homeowners expressed satisfaction about the fact that maintenance would be performed.

It came to light that one homeowner's (Homeowner A) previous owners had erected wooden fences across Common Area 4, and Homeowner A readily agreed to remove the fences and instead erect a fence at the back edge of her fee simple property.

Homeowner B (Kimberleys), whose property benefited from the fence of Homeowner A by effectively enclosing the HOA Common Area 4 as a "part" of his yard, was not happy about what he perceived as a "loss" of "his" yard.

During the purchase of their property, the Kimberleys received a survey clearly showing the boundaries of their property and the adjacent HOA-owned Common area, marked "Common Area" on their survey. At the outset of discussions in which Mr. Kimberley expressed his dissatisfaction with the HOA's plans to perform maintenance on Common Area 4 and the

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resultant removal of fences, Mr. Kimberley failed to produce the survey during the discussions. It wasn't until 3/5/20 that Mr. Kimberley presented his survey to the ECC showing the plan to erect a fence at the rear portion of his property. Many if not all of the assertions made by Mr. Kimberley between 12/31/19 and 3/5/20 could have been clearly resolved had the homeowners presented their survey for inspection. The survey is clearly marked with boundaries of the homeowner's fee simple and LUE borders, contiguous with the HOA Common Area and labelled as HOA Common Area. Additionally, there is attached to the property at 5908 Inter Council Cove (Kimberly property) a legal document entitled Revocable License Agreement (RLA), dated 2/22/96, clearly indicating there can be no fence across the HOA Common Area where no LUE exists.

The Kimberleys were not required to remove any fence that they or the previous owners of their home had erected. They ultimately elected to erect a fence at the back border of their LUE property to separate it from Common Area 4. It appears the complaint was that they had spent money on landscaping in the Common Area which was, through the erection of barrier fences by others, effectively enclosing HOA-owned Common Area for the private use of said homeowner.

The HOA had multiple email interchanges specifically with the Kimberleys on at least 6 different occasions starting 12/31/19 through 2/24/20. Additionally, with Mr. Kimberley's permission and agreement, a personal visit was made by two Board members to the home of the Kimberleys to look at his back yard. Mr. Kimberley did not produce a survey at that visit. He stated he had been too busy to get it out. He also yelled and screamed expletives at the Board members while they were present on his property.

Ultimately, the Kimberleys did elect to erect a fence which borders their property and the issue has been resolved.