

Foster Branch Homeowners Association No 1, Inc

FBHOA Board Meeting Minutes August 13, 2024

Attending: Johnnie Conley (Chair, President)
Brielle Hayward-Piatkovskyi (Treasurer/Secretary)

Guests: 22 Homeowners present
83 Haverhill
122 Haverhill
241 Haverhill
86 Haverhill
429 Acadia
315 Stillmeadow
254 Foster Knoll
304 Haverhill
430 Acadia
314 Blackburn
406 Fowler
403 Fowler
302 Blackburn
310 Avedon
401 Foster Knoll
102 Haverhill
411 Tanglewood
430 Acadia
433 Acadia
407 Larkspur

Call To Order: 7:01 pm by Brielle Hayward-Piatkovskyi

Treasurer's Report: See attachment: Table with overview of budget and actual
Number of delinquent houses: 234 (36% of homes)
Overdue assessments: \$47,288

Secretary's Report: First round of yearly inspections – Metropolis performed and missed critical items so on notices were mailed. This was our Spring inspection
Second round of inspections – Metropolis performed and they covered missing critical items. 229 homes out of 643 total homes (35.6% of homes) were in violation, with power-washing being the most common citation, followed by home repairs and lawn care. This was our Summer inspection.

Missing from report still – many refuse containers and yard signs

Special Election: Call for nominations to the board of directors to fill the vacant seat. Two guests volunteered to be considered for this position, but upon discussing with one another decided that Jason Bosley would be considered for the role of BOD while Kara Harris would head the Events Committee. For the election of Jason Bosley to the BOD, Sandra Neiser seconded the nomination of Jason Bosley and no homeowner was opposed to his election (18 were present). Jason Bosley was elected to the BOD after this vote, which fills a seat that is up for re-election at the annual meeting in 2026.

New Business: Proposed Covenant Changes (1-15) --highlighted green sections are proposed additions. –strike-through red text are proposed deletions

Change 1: Section VI, Part 2: Architectural Control

Written request for approval, accompanied by the foregoing described specifications, shall be submitted to the Company by registered or certified mail or via online submission as outlined by the Board of Directors and shall be submitted by the property owner and not by any agent, contractor, or other representative in the owner's behalf

Discussion: No comments

Vote: Opposed (0) No one voiced a dislike, generally supported. 19 homeowners present

Change 2: Section VI, Part 2: Architectural Control

~~Metal awnings, metal patio covers, plastic awnings, plastic or metal roofing materials of any kind, plastic or metal carports, metal tool sheds, or pre-manufactured structures of any kind, shall not be permitted on a residential lot or pier.~~

Discussion: Several homeowners raised questions about how these materials would be used, what materials exist in this space, and why someone might want to use them. The board reminded homeowners that even with removing this text, the board still has to consider the materials chosen and ensure they match the aesthetic of the community. A homeowner mentioned that modern materials that use metal are better at mitigating heat/heat management. This is a consideration for removing this restriction and allowing the board to consider requests for metal materials. Homeowner mentioned that materials are constantly changing, and this covenant as written restricts us and we may want to consider removing it for this aspect. Vote: Like it (2) Needs more work (3) General consensus was that this should be better thought through but can consider removing some of the text here.

Change 3: Section VI, Part 6: Nuisances

Refuse or refuse containers must be neatly stored behind the building setback, either on the side or behind the residence. Trash containers should not be overflowing and loose refuse should not be placed beside refuse containers. A maximum of 3 containers are permitted to be stored where visible from any street or waterway when stored neatly as outlined. ~~Shall not be stored or placed on any property where they will be visible from any street or waterway.~~ Trash, refuse or waste materials shall not be burned on any residential property. Incinerators manufactured or designed for the burning of trash, garbage or waste materials shall not be placed or operated on any residential property.

Discussion: This was suggested because trash containers are already frequently on the sides of homes, historically is the largest number of violations, and was requested. One homeowner suggested that there should be text saying that trash cans need to be out of view of the neighbor, a board member mentioned that implementing this would be difficult.

Vote: Opposed (0), at least 1 homeowner voiced they prefer to not see trash containers at all.

Change 4: Section VI, Part 6: Nuisances

No commercial or industrial vehicle(s) larger than 10,000 pounds such as, but not limited to, moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses, shall be regularly or habitually parked in front of residential property nor upon residential property, unless it is garaged and not visible from the front of the property or from the adjoining area.

Discussion: SPECIAL NOTE: The county changed rules on the definition of a commercial vehicle. This proposed change is to bring our covenant up to what is actually enforceable. Hearses was removed because they should not exceed this weight limit. A homeowner asked for clarification for why we cannot enforce this, the county does not allow enforcement against vehicles less than 10,000 pounds. While the county does restrict larger vehicles from driving through the community (Except local deliveries), keeping this covenant in place allows us to also send notices.

Vote: Opposed (0).

Change 5: Section VI, Part 6: Nuisances

No boat in excess of twenty (20) feet in length shall be temporarily or permanently placed on any lot. Boats of less than twenty (20) feet in length are permitted on property so

long as the majority of the boat is behind the property setback and the boat is neatly stored. Under no circumstances can boats be stored in a way that blocks sidewalks or roadways. ~~Shall be placed only on the portion of the lot abutting the waterway or if the lot does not abut a waterway, then only in the back yard or in an enclosed carport or other enclosed area.~~

Discussion: A homeowner asked what a majority constituted, which would be 50%. Two homeowners suggested changing to 75% behind set-back so that no one needs to get out and measure anything, can just questimate to determine compliance. One homeowner suggested boats should be entirely behind the set-back. Another homeowner suggested allowing 25 ft boats, increasing that part of the restriction.

Vote: Like it – with 25 ft and behind set-back (Opposed – 0, one homeowner wants to keep at 20 feet)

Change 6: Section VI, Part 7: Temporary Structures

No structure, or object, of a temporary character, such as, but not limited to, a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, or for storage or as an auxiliary building, either temporarily, or permanently, nor may it remain on any lot for any purpose whatever, without the prior written consent of The Company. An exception to these restrictions applies to entertainment type temporary structures, so long as these structures are behind the house and are not up for longer than seven (7) days, at which case they will require Board approval

Discussion: One homeowner specified cannot be used for storage.

Vote: Opposed (0), generally seemed well received

Change 7: Section VI, Part 7: Temporary Structures

Large holiday related structures are only permitted to be on display during that intended holiday and should be removed within 4 weeks of the holiday ending. Board approval of these large holiday related structures are not required when they are erected for that intended holiday

Discussion: One homeowner asked that this include verbiage of no commercial use.

Vote: Opposed (0), generally seemed well received.

Change 8: Section VI, Part 8: Signs

Subject only to the exception set forth in Paragraph 1, Section (A), no advertisement, political, or offensive signs or items of any kind shall be displayed to the public view on any lot. Political signs or items is in reference to political candidates,

parties, or organizations. Offensive items are those meant to generate fear or are intended to be hostile towards a specific demographic. ~~Of any kind shall be displayed to the public view on any lot except one non-electrical sign of not more than one square foot in area and attached flat against the building designating the resident's name.~~

Discussion: Homeowner asked about yard signs, that is an exception especially during HOA sponsored yard sale times. Another homeowner (seconded by another) mentioned that the county allows for political signs during certain times of year, so this is a consideration that would need to be reviewed and added to this covenant change. A homeowner asked if this would apply to garden signs, the answer was no. Someone asked when inspections happen and how this would be enforced. Inspections happen 3x a year (spring, summer, and fall) and this would be captured in inspections, if not reported by homeowners. Another homeowner mentioned someone has a neon light sign that advertises their business, this is already prohibited by our covenants.

Vote: Opposed (0) – was generally well received.

Change 9: Section VI, Part 9: Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other domesticated household pets, not in excess of ~~two (2)~~ **five (5)** may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Under no circumstances, may a pet be permitted to roam unattended on property other than that of the pet owner.

Discussion: Some jokes were shared, but there was no concern over this change discussed. 21 homeowners at this point (including board members). Board member mentioned that county code allows up to this limit. Kennel permits are required for 6 or more dogs. MD law requires all pets be licensed and vaccinated for rabies.

Vote: Opposed (0) – was generally well received.

NOT A CHANGE – consideration: what about metal fences?

Discussion: This was brought up because some homeowners have put in requests for metal fences in architectural change requests to the board, so wanted to bring this up as a discussion point to survey the community who was present. Generally, those who were present said no to allowing metal fences.

Change 10: Section VI, Part 10: Fences

No fences shall exceed ~~forty-two (42)~~ **seventy-two (72)** inches in height, nor shall it interfere with underground or surface drainage pipes or ditches. This restriction shall not apply to

enclosures of patios or open garden courts and shall not apply to retaining walls required by topography.

Discussion: SPECIAL NOTE: The board already observes this change due to federal regulation requiring fences be over 4 feet (48 inches) for pools. A precedent was set years ago to approve up to 6 feet. Want to update this covenant to reflect that.

Vote: opposed (0) – generally supported

Change 11: Section VI, Part 11: Fences

Short sections of fencing, for such purposes as patio privacy screens, clothesline screens, work area screens, and the like, which are no longer than twenty-five (25) lineal feet in any one direction, may be higher than forty-two (42) inches provided they are not on or near the property line. The allowable height for such screen-type fences shall be ~~computed from the following formula: "Starting with the height limit of forty-two (42) inches at the property line, privacy screens (As defined above) may increase in height by one (1) foot for each two (2) feet of distance between the location of such a screen and the property line. Under no circumstances however, may they exceed a height of eight (8) feet."~~ All fences and walls shall require the prior written approval of The Company **through an architectural change request** as provided in Paragraph 2.

Discussion: Purpose of this change is to simply remove this cumbersome equation. Keeping maximum, but removing equation.

Vote: Opposed (0) – generally supported

Change 12: Section VI, Part 11: Clotheslines

~~Only single pole, umbrella type clotheslines shall be used, without the prior written consent of The Company.~~ All clotheslines shall be kept immediately behind the dwelling (never alongside nor in front of it) in such a manner as to prevent such clotheslines from being visible from the front of the property. No clotheslines shall be hung in a carport, porch, or other semi-enclosed area which permits such clothesline to be visible from any street. **Any style clothesline is permitted so long as it is easily removable.**

Discussion: This change was suggested because the original reason for the specific mention of an umbrella type clothesline was that they are easily removable. Some homeowners have expressed that they would like more options, but are in support of retaining the essence of this covenant, which is what led to the proposed change here. One homeowner is opposed to having any clotheslines across the board.

Vote: Opposed (1) – other than 1 homeowner, this was well received

Change 13: Section VI, Part 12: Lighting

Exterior lighting on residential lots shall be designed and controlled so that any light shall be shaded, shielded or directed downward so that the light intensity or brightness does not adversely affect the operation of vehicles or reflect onto residential lots or buildings. Lighting shall not be directed outward from the boundaries of any lot. Lighting shall be consistent with the village character. No strobe effect lighting is permitted. ~~Directed downward and shall not be directed outward from the boundaries of any lot.~~ Except with the prior written consent of The Company all wiring for lighting shall be underground.

Discussion: One homeowner mentioned revisiting the strobe lighting aspect of this covenant.

Vote: Opposed (0) – generally well received

Change 14: Section VI, Part 14: Enforcement

In the case of specific covenants outlined below, after the second violation notice has been issued with no compliance, a fine will be affixed to the homeowners assessment account in the amount of 5% the annual assessment. This fine will be applied following every routine inspection up to 3 times a year until the violation is resolved. These fines apply to the following paragraphs of Section VI: 6 (Nuisances), 7 (Temporary Structures), 8 (Signs), 10 (Fences), and 12 (Lighting).

Discussion: The board has proposed this change because of the challenges that currently exist with enforcement. The only options provided in the covenants is to take homeowners to court over covenant violations, or physically enter properties to correct violations. Homeowner asked why people cannot be taken to court anymore, board mentioned that certain violations cannot be enforced by the courts because the courts will not hear cases on them. Homeowners suggested raising the fine from 5% to 10%, another suggested a scale that increases as the violation persists (1st – 5%, 2nd – 10%, and 3rd – 15% with 15% being the maximum). Two more homeowners liked this progressive fine structure. Questions were raised about how to collect from homeowners if they refuse to pay. Answered, this would be attached to the assessment accounts and once they reach 3x the annual assessment balance (currently \$300), they are turned over to the courts for collections. In these cases, if the homeowner still refuses to pay, the balance is placed as a lien against the title of the property.

Vote: Opposed (0) – generally well received, strong suggestion for a tiered system.

Change 15: Article V, Section 9: Effect of Non-Payment of Assessment: The Personal Obligation of the Owner The Lien: Remedies of Association

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear a late fee of 10% of the balance on the account will be applied as a late fee. This fee will be applied every year thereafter until the balance is paid. ~~Interest from the date of delinquency at the rate of six per cent per annum and the~~ The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Discussion: Expression of wanting to make this a little higher than the original language. Was suggested to even bring up to 25%

Vote: Opposed (0) – generally well received

Unrelated to covenants discussion, a homeowner asked a question regarding vacant homes and what is being done to maintain upkeep of said homes. The board responded that there is nothing that we can really do in these cases, we do not maintain these properties but we do make every effort to find who the owner is and try to get them to care for said properties.

Adjournment: meeting was adjourned at 8:10 pm by Brielle Hayward-Piatkovskiy.

Attachments: See table on the next page with the treasurer's report

		2024 Budget	2024 Actual
Revenue	HOA Fees	64,300	**64,300
General/A	Legal Fees	1,000	85
	Bank Service	50	0
	Late Notices	0	0
	Postage/Violations	2,000	2,100.94
	Printing/Copying	1,000	1,189.44
	Bad Debts	500	0
	Web Hosting/phone	660	425.90
	P.O. Box	248	0
	Assessment Process.	1,000	425
	Property Management	12,161	4,053.68
	Insurance	5,079	***
	Dumpster Days	1,200	0
	Landscapi	Flower Beds	1,000
Mowing		21,500	9,420
Leaf Removal		2,600	0
Tree Preservation		13,802	4,800
Reserves		1,500	0
Total Expenses		65,300	25,415.45