

Chartridge HOA Meeting

Oak Hill Elementary School – Music Room

9/8/14

The meeting was called to order by Heide Burke at 7:33pm

Record of Attendance and Introductions

- The following people attended the meeting: Heide Burke, Ellen Evans, Bethany Kerley, John Mennell, Ben Roberts, Stacy Smith, Andrea Ranaghan , Wayne Richardson, Lauren Wilusz and Kathleen Elmore

Approval of Previous Minutes

- Heide motioned to approve July and August minutes and the Board unanimously approved July and approved August with edits.

President's Report

- Heide introduced Kathleen Elmore who legally represents Chartridge. Ms. Elmore answered many questions and a summary of that discussion is below under New Business.

Treasurer's Report

- As of 9/8/14, there were still 12 unpaid assessments.

Committee Chair Reports.

- *Architecture Committee (Alexis Kelly): No report*
- *Bylaws and Covenants Committee (Margie Kerr): No report*
- *Chatter (Mary Ann Rohr) Chatter was published in September and next Chatter scheduled for December.*
- *Common Area and Safety Patrol (Mike Husselbee): No report*
- *Pool Committee (Mary Pat Bozel) No report*
- *Reserve Committee (Mary Pat Bozel) No report*
- *Social Committee (Julie Bresson) No report*
- *Swim Team (Steve McKenney) No report*
- *Website (Vince Burke) No report*
- *Ad Hoc Committee -Pond (Tom Scott): No report*
- *Ad Hoc Committee –Sabrina Chase Phase II (Tom Scott/Michelle Collins):*
 - 9/18 is the deadline for developer's new sketch plan

- The Common Area can't take anymore runoff from neighboring developments

Old Business

- Thanks to Wayne Richardson for his efforts to have Chartridge's roads paved

New Business—Summary from Lawyer

1. We have a resident who consistently parks a trailer at their house. The covenants state that a resident cannot park a trailer at their house for more than 24 hours. This resident will park it for weeks at a time (and they do it almost every year). Although I realize that the board and the committee assigned to enforce the covenants do not give immediate notification, what are our options (once we do give notification) if the resident does not remove their trailer? Is there any county ordinance regarding parking trailers in front of houses? Can the board have the trailer towed if the resident does not remove the trailer from the community? And if so, under what specific circumstances can we have it towed (i.e., parked in the street versus parked in the driveway)? If we cannot have it towed, what remedies do we really have to enforce this covenant (or other similar ones)?

ANSWER: The covenants apply to the PROPERTY (pages 1 and 2 of Declaration) and the PROPERTY includes everything shown on the plats (Exhibit A) including the streets, common areas, and lots. The streets are County streets, but still covered by the covenants.

Article VII, Section 7 of the Declaration provides that “No boats on cradles or trailers may be parked in the streets, driveways, yards or common parking areas for more than twenty-four (24) hours, provided, however, that the Association may designate a specific place which shall be adequately screened from nearby residents for such parking.”

Also Article VII, Section 8 of the Declaration provides that “ No vehicles (including trailers and campers) except as may be classified as passenger cars or station wagon, shall be regularly parked in residential areas.”

As such, and because the BOD has not designated any location on the property for parking of boats on cradles or trailers, such items are not permitted to be parked for more than 24 hours. It is recommended that the Board adopt a rule/resolution to further define what is meant by this provision (Section 7), especially with regard to the timing. For example, one might argue that if they move the trailer off the property for 15 minutes to break up any continuous 24 hour period, then technically they are not in violation.

The Chartridge HOA Declaration has no right of “self help” to correct violations of this nature. As such, there is no right to have the cradles/trailers, trucks, campers, etc. towed. The County will not act unless the cradles/trailers, campers, etc. are blocking the road or they are a safety hazard by blocking clear view of intersections (or they have expired tags).

You have no right to impose a fine for violation of the Declaration/rules, etc. unless the violation is occurring on the common areas or common facilities. An argument can be made that the streets are common facilities (because they are being used in common by the residents, but they

are not part of the common property owned by the Association and as such, likely would not be considered “common facilities” by a court of law).

Your recourse here is to send a cease and desist letter to the owner of the lot where the vehicle’s driver lives, and to the vehicle owner if known. If the violation continues past the grace period provided, then your recourse is to sue in the circuit court for enforcement of the covenants and injunction (Article IX, Section 1 Declaration). Unfortunately, your Declaration does not provide for recovery of attorney’s fees in these types of covenant enforcement matters (the Declaration does provide for recovery of attorney’s fees in collection cases). In 1992 a Bylaw Amendment was passed that did provide for attorney’s fees, however, the 2003 Campbell v Lake Hallowell case confirmed that the authority to recover attorneys’ fees must be contained in the Declaration of Covenants, and not the Bylaws for HOAs. There is no provision currently in the HOA Act to recover attorneys’ fees. You would need to amend the Declaration to include the provision and we highly recommend this.

2. Joanna Melton, who we already are taking to court for her past due assessments, has accumulated stuff in her back yard, front yard, and now is starting to accumulate stuff on her porch. The board has given her notices in the past, as well as called Environmental Health. I have called specifically about a sofa she had in her backyard last year. Environmental Health visited with her about it, and she did get rid of it, but then they closed our case because they said they are already under litigation with her for debris in the yard. I believe this litigation has been going on for years, with no obvious results. Is there anything else we can do about her debris in the yard? If the board approves, would you be able to somehow push the county to really do something about their litigation. I can take a picture if you need one.

ANSWER: Article VII, Section 12 of the Declaration provides that No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. (sic) all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Article VI of the Declaration further provides that “In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The cost of such maintenance or repair shall be added to and become a part of the assessment to which such owner’s lot is subject. The Board of Directors, through its officers or agents, shall have the right to enter upon such lot to perform maintenance or repairs without incurring any liability therefor.”

Arguably, her accumulation of items can be considered “maintenance of a dumping ground for rubbish”. Additionally, it is necessarily implied in Article VI that owners must maintain their lots and the structures thereon in good order and repair. Ms. Melton clearly is in violation of this provision. Using these provisions, a cease and desist letter allowing 30 days to correct the violation should be sent and noting that if she fails to comply, the Board will cause its agents to enter, clean the property, temporarily store personal items and will assess all the costs to her. The Board may also impose daily fines for failure to comply. If the Board intends to fine, we

suggest that you loosely follow the dispute settlement mechanism set out in the Maryland Condominium Act as a safe harbor procedure.

After our discussion, the Board has asked that I prepare the cease and desist letter. I advised that the Board needs to be very specific in its demands so it is clear what needs to be done. You are to send me the list and upon receipt, I will send the letter. I also noted that pictures are desirable.

3. Also regarding Joanna Melton, I had previously sent an e-mail asking about the option to put her house up on a sheriff's sale. You had copied in another colleague regarding that question, but I never heard back. Is this still an option? What are the steps needed in order to move forward with this option?

ANSWER: Yes, we may proceed with the sheriff's sale. The Board is considering this.

Ms. Elmore sent a letter regarding the sheriff's sale.

Meeting adjourned at 9:45 p.m.

Minutes submitted by: Bethany Kerley