

**DOUBLE R RANCH OWNERS' ASSOCIATION, INC.**  
**SPECIAL BOARD OF DIRECTORS' MEETING**  
**DECEMBER, 9, 2018 4 p.m.**  
**161 BROKEN SPUR CIRCLE**

**DIRECTORS PRESENT WERE:**

Ron Beadles, John Schuetze, Bill Dillard, Chris Darus and John Cressey-Neely

**OTHERS IN ATTENDANCE:**

Lynn Kaska, Robert Kaska, JoAnn Kickler, Ernie DeWinne, Mike Arguelles, Joe Ortega, Colt Hicks, Harold Martin, Nancy Butler, Bernean Deeter and Kay Mauldin

The meeting was called to order by President Ron Beadles at 4:01 p.m. on December, 6, 2018. Ron asked the Board members and the member guests to introduce themselves.

**NEW BUSINESS:**

**-Bank Signature Cards** – Chris Darus advised that we need to update the debit card users and signature card signers at the bank. The Board discussed and agreed to add or remove new officers as needed on the bank signature cards.

The Board also agreed to delete Karen Antill and add Chris Darus as a debit card user, leaving Joe Ortega as a debit card user as well.

**RESOLUTION:**

John Schuetze made a motion to pass a resolution to update the signature cards at Texas Hill Country Bank. Take off and add officers as needed in Jan. 2019, to delete Karen Antill, add Chris Darus and keep Joe Ortega as debit card users.

John Cressy-Neely seconded the motion. BOD voted unanimously and the motion passed.

**NEW BUSINESS:**

Ron Beadles introduced Colt Hicks and explained that this meeting was mainly about Hicks complaint about his neighbor's driveway encroaching within the five-foot boundary set forth in the ACC guidelines. It has been this way since 2014, when both houses were built. Because of this, Hicks decided to not pay his HOA dues for 2018/19 and there was a lien placed against his property after 5 ½ months.

Mr. Hicks said he is not one to not pay his bills but the driveway near the property line was an issue.

He said the old President (name not made available) came out to look at the driveway in question and him and the Hicks' passed along a few e-mails (unable to find them).

He said they had received a few phone calls from Ron Beadles and they were at work for the majority of them.

The last phone call (Nov. 6) did inform Mr. Hicks there was going to be a lien placed on their property.

Mr. Hicks did say that they would try to attend the Nov. 13 regular HOA meeting, but due to an emergency, they did not.

They did receive the lien notice in the mail and Hicks said that was a big blow to him and did some research and felt it was a personal attack toward him, but later realized it was not.

Hicks questioned why it was ok for the neighboring driveway to be placed in the five-foot easement. Mr. Hicks said as he understood it, the neighboring house was supposed to have a front entry garage and that would have kept the driveway in question "legal" but it was changed to a side entry and thus the driveway was moved.

Hicks said they have been trying to sell their house and the main complaint they hear is that the driveway next door comes right in their front yard.

The whole issue about non-payment of fees was about the Hicks' feeling that why isn't everyone held accountable for following the setback rules and ACC regulations. He followed that talking about his own house and said his driveway did not meet the ACC specs and brought up the rule about nothing should be allowed in the five-foot easement.

Mr. Hicks said he would pay his dues if the BOD said he needed to, but he wished he had come to some prior meetings before a lien was placed on his property. He said he didn't feel a lien should have been placed on his property without prior discussion and some kind of written notice.

In closing, he told the BOD he appreciated them having this meeting.

#### **MEMBERSHIP COMMENTS:**

Nancy Butler directed a question to Hicks about which house was built first, his or the one with the offending driveway and Hicks said his was the first.

Chris Darus asked Mike Arguelles to address the variance that was issued in Dec. 2014 on the driveway in question because he was present when it was done.

Mike A. told Hicks that the ACC deals with multiple incidents like this all the time. He did say the ACC has told people to move or take down a fence and did acknowledge that Hicks had indeed placed his outbuilding away from the five-foot easement as required. He did also agree with Hicks' assessment that his driveway did not meet the ACC guidelines.

Mike said he did remember the driveway in question and that the call was a balancing act.

"Do we allow a narrower driveway or not?"

Mike continued to say that there are three people to deal with in these situations, both property owners and PPI, who owns the easements in the subdivision, when trying to resolve these types of issues.

Mike said the narrower driveway was deemed to be the worst-case scenario so a variance was granted to allow the driveway to extend into the PPI easement with the caveat that if there ever has to be a repair or digging necessary under the driveway, it would be that owner's responsibility to cut the driveway and then replace it.

Mike acknowledged that it was a mistake but at the time it was the best solution to remedy that error and that was factual to the best of his memory.

Hicks said he understood that mistakes are made, but his concern was that his property value was decreasing because potential buyers say the driveway looks like it is in his yard and the neighboring house sits so far in front of his people can't see the Hicks house coming up the road.

Hicks said they have had 30 or more people look at their house and for the square footage, their house is the cheapest in the sub-division. Over half of the potential buyers say that the house next door is too close to the Hicks.

Hicks said they can't do anything to make a separation between the properties because it would go on their property.

Mike made a suggestion about a decorative fence between the properties but Hicks said it would go on his property and the neighbors might run over it.

Hicks again said he would pay his dues, but didn't feel he should pay the lien without more notice and being able to talk about it.

Darus said that the Hicks bought the house in 2014 and had paid their dues in a timely fashion in 2014, 2015, 2016 and 2017. In 2018, HOA dues notices were sent on 5-1, 6-15, 7-13, 8-13, 9-17 and 10-4 and that the Hicks had received at least two phone calls as well in that time period (Sometime in Sept. and on Oct. 4).

The call notes taken during the 10-4 calls show that one of the Hicks said they would come in on 10-5 and the notes for the 11-6 call stated that Mr. Hicks said he would try and make the 11-13 meeting. Hicks said that they didn't remember paying their dues in 2017 but it was possible that he paid for it and he didn't remember. Hicks said he did see some of the notices and talked to his wife and they decided it was just routine and that it was taken care of with their deal with the old president.

Darus did say the CC&Rs did state that as of Aug. 10 of any year, the HOA could place a lien against a property and that we extend that to Nov. to work with property owners and that the Hicks were only one of seven property owners that were assessed a lien for non-payment this year. Darus said he did understand that the "agreement" was verbal and he had asked Ms. Hicks on a prior visit to the office if she had anything in writing, a text, e-mail or letter stating that fact and she did say she did not.

John Schuetze interjected to let those present that a single member of the BOD cannot give any exemption and it would be a Board decision and have to go to a vote and be in the minutes of a meeting.

Hicks reiterated that if he has to pay dues like everyone else then why is his driveway and the driveway next door not "legal" and then he brought up the Masonry/Stucco requirement on the frontage of a stucco house and his does not meet that requirement.

Schuetze told Hicks that he had to cut 50 feet of his driveway because of the variance rule and that his last neighbor sold the house in 28 days.

Darus asked Mike A. a question about the Masonry/Stucco rule that Hicks said his house did not meet. Mike A said that rule was in effect way before 2014 and explained about other rules that have changed, one being the difference in the 8/12 vs. 6/12 rule and said it is the nature of the business that rules are fluid and changing and sometimes judgements made are correct at that point in time.

Hicks said he would take care of the payments one way or the other and explained why they missed the 11-13 meeting.

Nancy Butler asked Mike A. a question asking that if a builder does whatever they want, what recourse does the ACC have?

Mike A. answered that up until a short time ago, the ACC did not require an inspection on slabs and many slabs were poured on or near someone else's property and what measures were taken to correct that. The masonry requirement was also brought up and what was done to fix that.

Adding and revising policies on the fly has been commonplace for the ACC in the last few years and in 2014, a new set of rules were drawn up and even today, new guidelines are made or changed every day.

After some banter between guests, Hicks requested a wave of lien and late dues.

Schuetze asked if Hicks received a letter stating a lien would be placed and Darus said he wasn't aware but had only been employed since 16 October.

Beadles said he makes these phone calls as a courtesy to let people know they are delinquent.

Schuetze asked if the \$100 charge is from us or the county and was told it is from the HOA and includes the price to place and remove liens at the courthouse and to cover other expenses incurred.

Beadles said the liens are basically the last-ditch effort to get payment and said we would go into Executive session.

Before a motion could be made, Mike A. asked if he could speak and offered to pay the late fees and lien charges on Hicks bill, because of Hicks actions as an EMT and his interaction with a Mike A. family member.

Beadles made a motion to adjourn the meeting, Darus seconded the motion and the meeting was adjourned at 4:47 p.m. with the BOD going into Executive Session.

**REMINDER OF NEXT MEETING: Next Regular Board Meeting – Tuesday, January 8, 2019, 7 p.m.**

DRROA President – Ron Beadles \_\_\_\_\_  
DRROA Treasurer – John Schuetze \_\_\_\_\_