MEETING MINUTES Regular Meeting of the Board of Directors 16 January 2024

According to Article XI, Section 1 of the Cheshire Forest Homeowners Association By-Laws, a regular meeting of the Board was held on Tuesday, January 16, 2024, at 500 Cheshire Forest Drive, Chesapeake, VA 23322.

The President, Mrs. Karol, opened the meeting at 6:03 pm. Mrs. Monnikendam Vice President, Mrs. McKlveen Secretary, Mr. Heinecke Treasurer, Directors Mr. Merritt and Mr. Orbison were in attendance constituting a quorum.

Board members absent. Mr. Granata.

United Property Associates: Melissa Arsement- present

Mrs. Karol moved for the Board to move into an Executive Session for contract review, compliance violations, owner correspondence, and the Delinquency Report. The motion was seconded by Mrs. McKlveen and approved by all board members present.

The Open Session was reconvened at 7:02 pm.

Business brought out of executive session: none

Mrs. Karol moved that the agenda be adopted with no changes. The motion was seconded by Mrs. Monnikendam and approved by all board members present.

Mrs. Karol moved to approve the November 23 minutes of The Regular Meeting of the Board of Directors as written; the motion was seconded by Mrs. Monnikendam and approved by all board members present.

Mrs. Karol moved to approve the December 2023 minutes of The Regular Meeting of the Board of Directors as written; the motion was seconded by Mrs. Monnikendam and approved by all board members present.

Mrs. Karol moved to approve the November draft 2023 minutes of The Annual Members Meeting; the motion was seconded by Mr. Merritt and approved by all board members present.

Member forum -2 members were in attendance.

Committees Reporting:

- **ACC Committee** Mr. Merritt Committee Chair Mr. Gold was not attendance nothing significant to report. The committee will be requested to attend the next board meeting.
- Communications Committee Mrs. McKlveen has an initial logo design and has sourced some additional design suggestions it's a work in progress. Mrs. McKlveen reported no update on CMS implementation.
- **Documents Committee** Mrs. Karol Chair will work to recruit block captains to assist in the re-writing of the documents and to assist with understanding the ramifications for each phase.
- **Landscaping** Mr. Granata Chair not in attendance The landscaping contract will be reviewed this year. Nothing to report.
- Neighborhood Watch/Security Committee Mrs. Griner Chair not in attendance. It was noted that the management company had reported that some of the security cameras were offline. Mrs. McKlveen completed troubleshooting and all cameras are reported to be fixed. Nothing else to report.
- **Newsletter** The board decided to suspend the publication of the newsletter until further notice.
- **Nominating Committee** Mr. Ryan Orbison Chair Nothing to report. It was noted that Mr. Granata's term will be changed to a one year term by resolution of the board. This will be included in the February board meeting.
- **Pool/Tennis Committee** Mrs. Monnikendam Chair in attendance The new bulletin boards need to be fixed to the tennis court and pool fences the Management company to arrange. The tennis court rules signage was

damaged in the recent storm. Mrs. Monnikendam will work with Mrs. McKlveen to purchase a new sign. Nothing else to report.

- **Social Committee** Mr. Bowers was in attendance. The upcoming social event calendar draft was discussed. Mr. Bowers will email a revised copy for publication.
- **Swim Team** Mrs. VonTersch Chair not in attendance. Nothing to report. Committee members will be invited and encouraged to attend the next board meeting.
- Yard of the month Mrs. Barrera was not in attendance. Mr. Granata will work with Mrs. Barerra and the yard of the month will fall under the purview of the landscaping Committee.

Financial Report: nothing of note.

-swim team – Accounting from swim team has been received by the board. Questions regarding some payments were raised. The Committee chair will be invited to the next board meeting and encouraged to attend.

Managers' report - The report provided to the Board by Mrs. Arsement was reviewed.

Old Business:

ACC Guidelines update - The board President is reviewing the current guidelines and will provide the board with an updated draft document when prepared.

Clubhouse interior and bath remodel – tabled until further notice.

New Business:

Mrs. Karol motioned that the board accept as written the Virtual Meeting Resolution; the motion was seconded by Mr. Merritt and approved by all board members present. The signed resolution is attached as addendum A Mrs. Karol motioned that the board accept as written the Complaint Procedures Resolution; the motion was seconded by Mr. Merritt and approved by all board members present. The signed resolution is attached as addendum B.

The board voted on emergency repairs to the clubhouse via email on 11th January 2024. The following is a record of the vote.

The following is the motion to repair the damage to the clubhouse siding caused by the recent storms. This action is taken under Virginia Code 13.1-856 (a) quote-

13.1-865. Action without meeting of board of directors.

A. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted by this Act to be taken at a board of directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action taken, and included in the minutes or filed with the corporate records reflecting the action taken.

"It is moved that the Board of Directors accept the bid of Two Thousand Five Hundred Dollars (\$2,500) submitted by Steve Freemen, a duly licensed and insured contractor in the State of Virginia. Mr. Freeman will replace the original siding with like material and color on the large front porch gable of the Cheshire Forest Clubhouse at 500 Cheshire Forest Drive." A signed copy of the approved motion is attached as addendum C.

Document storage – Mrs. Karol will reach out to UPA for an electronic copy of the 2023 association records required by law.

Strategic plan – The need for the board to collaborate on projects and shared documents was discussed. Mrs. Karol moved that the board purchase Microsoft 365 Business Basic for the sum of \$504 per year; the motion was seconded by Mr. Merritt and approved by all board members present.

The board will review and comment on the proposed strategic plan. Board members will meet for a planning meeting on Sunday 21st January 2024 at 9am at the Clubhouse. The meeting date and time will be communicated to the membership.

With the Agenda completed, the meeting was adjourned at 9:24 pm.

The next Regular Board Meeting is scheduled for Tuesday February 20th, 2024.

Jane McKlveen, Secretary

Erin Karol, President

Ein Kard

Addendum A – Virtual Meetings Resolution 16 January 2024

RESOLUTION 2024-01 of the Board of Directors

CHESHIRE FOREST HOMEOWNERS ASSOCIATION, INC.

(Procedures Related to Virtual Meetings)

This **RESOLUTION** is made on the 16th day of January 2024 by the Board of the Cheshire Forest Homeowners Association, Inc., hereinafter called the "Association."

WHEREAS, Virginia Code §55.1-1832 of the Virginia Property Owners' Association Act provides that any meeting of the Association or the Board of Directors, including any subcommittee or other committee of the Association or Board of Directors, may be held entirely or partially by electronic means, provided that the Board of Directors has adopted guidelines for the use of electronic means for such meetings ensuring that persons accessing such meetings are authorized to do so and that persons entitled to participate in such meetings have an opportunity to do so; and

WHEREAS, Virginia Code §55.1-1832 of the Virginia Property Owners' Association Act further provides that voting, consent to, and approval of any matter may be accomplished by electronic means provided that a record is created as evidence of such vote, consent, or approval and maintained as long as such record would be required to be maintained in nonelectronic form; and

WHEREAS, Virginia Code §55.1-1815 of the Virginia Property Owners' Association Act further provides that unless expressly prohibited by the governing documents, a vote, proxy, or absentee ballot may be submitted by electronic means, provided that the Board of Directors has adopted guidelines for such voting by electronic means; and

WHEREAS, Virginia Code §55.1-1832 of the Virginia Property Owners' Association Act provides that the Board of Directors shall determine whether any meeting may be held entirely or partially by electronic means; and

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association to allow meetings to be held entirely or partially by electronic means, rather than Members having to be physically present at the same location; and

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors, after proper motion, second, and discussion, hereby adopts the following procedures relating to virtual meetings of the Association:

I. Meetings

A.

The Board of Directors shall determine within a reasonable time before any meeting of the Association or the Board of Directors, including any subcommittee or other committee of the Association or Board of Directors, whether the meeting will take place by virtual means, in person, or by some combination thereof.

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- B. If any meeting of the Association or the Board of Directors, including any subcommittee or other committee of the Association or Board of Directors, shall take place entirely or partially virtually, the Board of Directors shall determine the virtual place for the meeting by the use of a virtual platform, which will allow access to the meeting by all Members of the Association by sound and/or video conferencing. The meeting notice will advise Members of the means and methods for participating in the meeting by electronic means. The selected platform will allow all Members to hear and/or see the proceedings concurrently with the actual meeting.
- C. Owners will be required to confirm their ownership of a Lot within the Association before being able to attend the meeting. Validation procedures will include a registration requirement and/or identification of the attendee matching the name of at least one Owner of record of a Lot according to the books and records of the Association.
- D. At the Board's discretion, there may also be a physical meeting location at the same time as the virtual meeting. Should an Owner advise the Board of Directors, in writing, within a reasonable time before the meeting that they are not capable of attending the meeting by electronic means, the Association will make available a reasonable alternative for such person to conduct business with the Association without the use of such electronic means.

II. Proxies or Absentee Ballots

- A. A proxy or absentee ballot of the Association will be mailed or delivered electronically to each Member before any meeting of the Association requiring a vote of the Membership.
- B. The proxy or absentee ballot must be submitted per the instructions outlined in the notice of the Association meeting. The meeting notice will include information on the chosen virtual platform, how to submit the proxy or absentee ballot, how to vote electronically, and the deadline for submission.
- C. Delivery of a proxy or absentee ballot to the Association may be electronic or paper. A deadline for submission of the proxy or absentee ballot shall be outlined in the meeting notice and will be before the commencement of the meeting. The submission of proxies or absentee ballots electronically shall conform to the requirements of Section IV below.
- D. The notice of the meeting will also include instructions on the use of the proxy or absentee ballot, including clarifying who may serve as a proxy, the formalities required for a valid proxy or absentee ballot, and the timing in which the proxy or absentee ballot must be received to be counted.
- E. Members submitting electronic proxies or absentee ballots will be required to confirm their ownership of a Lot in the Association. Validation procedures will depend on the virtual platform being used but may include unique voting codes or other identifying features to ensure that the person participating is, in fact, the Member of record.

III. Quorum

- A. The presence of any Member in person, by proxy, or by absentee ballot will be counted as being present for quorum purposes at any virtual meeting.
- B. If a quorum is established at the commencement of the virtual meeting, a quorum will be deemed present throughout the meeting even if the Member or proxy holder leaves the virtual meeting once the meeting is called to order.

IV. Voting

- A. The Board may make an electronic voting platform available to all Members, which will serve to receive proxies or absentee ballots and votes for the election of directors. The meeting notice will include instructions on using the voting platform.
- B. Candidates whom the Nominating Committee nominates will be noted on the electronic voting platform, the proxy, or the absentee ballot.
- C. Members submitting electronic votes, proxies, or absentee ballots will be required to validate their ownership. Validation procedures will depend on the virtual platform used, if any, but may include a secure email address designated solely for collecting votes, unique voting codes, and/or other identifying features to ensure that the person voting is a Member entitled to vote per the Association's Governing Documents.
- D. Election of the Board of Directors will be by secret written ballot. The electronic voting means selected by the Board of Directors will protect the voter's identity. If the electronic means cannot protect the voter's identity, another voting means will be used.

V. Miscellaneous

A. The Association will create and maintain a record as evidence of the Member's attendance in person, by proxy or absentee ballot, and the votes cast at the meeting. The Association will also maintain paper votes, proxies, and absentee ballots as part of its books and records. If a virtual platform is used, it will be capable of creating such a record.

BE IT FURTHER RESOLVED that this Resolution shall (i) be effective immediately upon execution, (ii) shall be published to the Members of the Association, and (iii) a copy shall be placed among the books and records of the Association.

IN WITNESS WHEREOF, the Board of Directors of Cheshire Forest Homeowners Association, Inc. has set their hands on this 16th day of January 2024.

CHESHIRE FOREST HOMEOWNERS ASSOCIATION, INC.

BY: Cun M. K Erin M. Karol, President

ATTEST:

Jane McKlveen, Secretary

Addendum B – Complaint Procedure Resolution 16 January

RESOLUTION of the Board of Directors of Cheshire Forest Homeowners Association, inc.

Association Complaint Procedures)

WHEREAS, the Code of Virginia, 1950, as amended (the "Virginia Code"), as amended by statute effective July 1, 2008, to create a Common Interest Community Board ("CIC Board") and the Office of the Common Interest Ombudsman ("CICO"); and

WHEREAS, Section 55-530.E states the CIC Board "shall establish by regulation a requirement that each association shall establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens" and

WHEREAS, for the benefit and protection of the Association and of its individual Members, and with a goal of reducing and resolving conflicts among and/or between the Association and its Members, the Board of Directors, hereby establishes these. Association Complaint Procedures to meet the requirements of Sections 55-530.E and F of the Virginia Code and regulations of the Common Interest Community Ombudsman regarding Association Complaint Procedures effective July 1, 2012; and

WHEREAS, the Board of Directors will provide notice of this policy to all current Owners by mailing a copy of this Resolution to current Owners and all future Owners by including the Resolution in resale certificates prepared pursuant to Virginia's Condominium Act and/or Property Owners' Association, as applicable; and

WHEREAS, this Resolution shall remain in full force and effect until amended by further resolution of the Board.

NOW THEREFORE, the Board of Directors of Cheshire Forest Homeowners Association, inc. does hereby adopt this Resolution to adopt the following Association Complaint Procedure.

1 .Right to Submit Association Complaint. When any Association Member ("Member" or "Complainant") or citizen reasonably believes the Board of Directors ("Board"), the Association's Common Interest Community Manager ("Association Manger"), or any individual Board Member has or is continuing to violate any provision of the laws applicable to Virginia property owners' associations or common interest communities, the Member shall have the right to acquire, complete, and submit an Association Complaint Form.

2. Association Complaint Form.

- a. The Association Complaint Form shall comport substantially with the Association Complaint Form attached to this Resolution as Exhibit A or any form required by regulation duly promulgated by Virginia's Common Interest Community Board ("CIC Board").
- b. The Association Complaint Form shall be submitted to Cheshire Forest Homeowners Association, Inc., c/o United Property Associates, 301 Bendix Road, Suite 300, Virginia Beach, VA 23452 by facsimile to (757) 497-9133 or by email to: resolutions@unitedproperty.org. The Association Complaint may be submitted to the Association:
 - (i) By U.S. Mail, registered or certified, return receipt requested;
 - (ii) By hand delivery, provided, however, the method of hand delivery must provide a means to prove delivery;
 - (iii) By facsimile to the Association's Managing Agent and/or
 - (iv) By email to the Association's Manager.
- C. The Association Complaint Form must be submitted at least five (5) days before the next scheduled regular Board Meeting to ensure review at that meeting. If the Association Complaint Form is received less than five (5) business days before the next scheduled regular Board Meeting, the Association Complaint Form shall be reviewed at the subsequent regular Board Meeting.

3. Association Complaint Receipt.

a. The Association shall provide written acknowledgment of receipt of the Association Complaint ('Association Complaint Receipt") to the Complainant within seven (7) days of receipt of the Association Complaint. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address

provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.

b. Notice of the date, time, and location that the Association Complaint will be considered shall be included in the Association Complaint Receipt required by Association Complaint Provision 6 above. If such Notice is not included in the Association Complaint Receipt, such Notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. Such Notice shall be mailed within a reasonable time before review of the Association Complaint but not less than three (3) days before the date set for review of the Complaint.

4. Review of the Association Complaint.

- a. The Board shall review any Association Complaint Form received and, if necessary, consult with the Association's attorney and/or any other vendor or professional providing services to the Association to provide a complete review as possible to arrive at its decision.
- b. The Board may, but shall not be required to, consult with the Member who submitted the Association Complaint Form to understand more fully the substance and/or basis of the Member's Complaint.
- C. In the event the Board determines the Association Complaint is incomplete or contains insufficient information to render a decision, the Board shall cause a written request for additional information that identifies with specificity the information needed to complete the Association Complaint to be sent to the Complainant at the address provided in the Association Complaint. Such written request shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
- 5. <u>Final Determination Letter</u>. The Board shall render a written decision and/or review of the Complaint ("Association Complaint Final Determination Letter" or "Final Determination Letter) to the Member within seven (7) days of the regular Board Meeting during which the Association Complaint was reviewed.

The Final Determination Letter shall:

- a. Be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
- b. Be dated as of the date of issuance and include specific citations to applicable Association Governing Documents, laws, or regulations that led to the Final Determination.
- C. Include the Registration Number of the Association and the name and License Number of the Common Interest Community Association Manager.
- d. Include the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest.

 Community Ombudsman, along with the applicable contact information.
- 6. <u>Appeal</u>. The Board's determination, as reflected in the Final Determination Letter, shall be the final decision of the Board. The Board has not adopted an appeal process and shall not hear an appeal of the Final Determination Letter.
- 7. Should any Member need assistance understanding the Member's rights and the processes available to Common Interest Community Members, the Member may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached at the Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, Virginia 23233. The CICO's current telephone number is (804) 3678510. The CICO's current email address is cic@dpor.virginia.gov.
- 8. Complainant's Rights Description required by Section 55-530-E.2 of the Code of Virginia, 1950. as amended. In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (the "Board") of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation, paid directly to the state treasury, and credited to the Common Interest Community Management Information Fund, S

55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final adverse decision.

- 9. The Association Complaint Form, all attachments to it, and a copy of the Final Determination Letter ("Complaint File") shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager, and the Lot Owner(s) who submitted the original Complaint Form, provided, however, the Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.
- 10. The Board shall amend and restate this Association Complaint Procedures Resolution each time the Association's Manager's name, address, telephone number, and email address changes to remain compliant with Section 55-530.E.2 of the Virginia Code.

IN WITNESS WHEREOF, the Board of Directors of Cheshire Forest Homeowners Association, Inc. has set their hands on this 16 day of January 2024.

Erin M. Karol - President

Rebecca Monnikendam - Vice President

Jane McKlveen - Secretary

Rvan Orbison - Director

Robert Granata - Director

Todd Heinecke -Treasure

Matthew Merritt - Director

 $Addendum\ C-Signed\ copy\ of\ the\ vote\ on\ emergency\ repairs\ to\ the\ clubhouse\ via\ email\ on\ 11^{th}\ January\ 2024.$

From	granatarobert1 granatarobert1@gmail.com
	: RE: Clubhouse Siding : January 11, 2024 at 3:49 PM : Erin Karol erinkarol3@gmail.com, Rebecca Monnikendam monnikendamCFHOA@gmail.com, Jane McKleveen : Erin Karol erinkarol3@gmail.com, Rebecca Monnikendam monnikendamCFHOA@gmail.com, Jane McKleveen jane@mckleven.com, Todd Heinecke toddheinecke@gmail.com, Matthew Merritt mdmcheshire@gmail.com, Ryan Orbison
	arrest Charletin Forzet @ gutlook com
Co	: Melissa Arsement marsement@unitedpropertyassociates.com
	I vote Yes
	Bob Granata
	Campung Galaxy smartphone
	Sent from my Verizon, Samsung Galaxy smartphone
	Original message
	doddheinecke@gmail.com> Orbison <pyancheshireforest@outlook.com> Cc: Melissa Arsement <marsement@unitedpropertyassociates.com> Subject: Clubhouse Siding</marsement@unitedpropertyassociates.com></pyancheshireforest@outlook.com>
	Source Studies
	Board, The following is the motion to repair the damage to the clubhouse siding caused by the recent storms. This action is taken under Virginia Code 13.1-856 (a) quote-
	13.1-865. Action without meeting of board of directors.
	13.1-865. Action without meeting of board of directors. A. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted by this Act to be taken at a board of A. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted by this Act to be taken at a board of A. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted by this Act to be taken at a board of exidence of the board. The action shall be evidenced by directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action taken, and included in one or more written consentsstating the action taken, signed by each director either before or after theaction taken, and included in one or more written consentsstating the action taken.
	"It is moved that the Board of Directors accept the bid of Two Thousand Five Hundred Dollars (\$2,500) submitted by Steve Freemen, a duly licensed and insured contractor in the State of Virginia. Mr. Freeman will replace the original siding with like material and color on the large front porch gable of the Cheshire Forest Clubhouse at 500 Cheshire Forest Drive."
	Please respond to this email with either a yes or no vote.
	Erin Karol President Cheshire Forest Homeowners Association.
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