

Foxtail Village Homeowners' Association
Special Board Meeting Minutes
May 11, 2026

The Board met on May 6, 2026, at 6:30pm, at Bryan Meyers' home. Bryan, Connie Wentz, and Bob Turnquist were present. The purpose of the special meeting was to discuss a response to a letter to Bob from attorney Eric Nord regarding removal of a dead tree in the shared planting area between Ray Massie and Ron Ortscheid.

Ray is disputing the October 2025 arbitration decision that he and Ron are jointly responsible for removing the tree at their expense. While Ron has agreed to pay half the cost, Ray contends that the expense should be an HOA responsibility. The arbitrator, Sheila Larsen, after consultation with an attorney, concluded that the tree is located in a limited common element: "Since the tree is located in a landscaping bed contiguous to a unit, it is the unit owner's responsibility under Section 10(a) of the Bylaws." The letter from Ray's attorney disputes that conclusion.

The Declaration of Unit Ownership defines limited common elements as "common elements ... reserved for the use of fewer than all of the unit owners" (Section 1(i)). The Bylaws (Section 10(a)) state that the "unit owner shall be responsible for all maintenance of and repairs to his or her unit, extending to the landscaping beds contiguous to the unit." In recent years, there have been at least eight occasions when individual owners, at their own expense, have removed dead or dying trees under similar circumstances, including those in shared limited common elements.

The letter disputes the validity of the arbitration process. Sheila Larsen has been appointed as the HOA's arbitrator unanimously, without objection, during every Annual Meeting in recent years. The Bylaws (Section 2(f)) do not require a specific arbitration process; the arbitration in question was an "ad hoc" arbitration and followed the basic requirements for such. Ray and the Board both submitted written arguments to the arbitrator, who then, in consultation with an attorney, delivered her decision. The Bylaws outline the process for appointing an arbitrator and specify that the decision of the arbitrator is binding upon the Association and its members. The letter argues that "Ms. Larsen has a longstanding professional relationship with the HOA and is not disinterested." This is not factual. Until this occasion, Ms. Larsen has never engaged in any arbitration proceedings for the HOA, nor has she ever been paid for her services.

The letter contends that Declaration of Unit Ownership requires 90% of the owners to approve any amendments; we are unable to find this requirement anywhere in the Declaration. In fact, Section 3(e) explicitly states that the Developer may amend the

Declaration “without the approval of any owner.” and Section 21 affirms the validity of the amended Bylaws: “All present and future owners of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, and rules and regulations adopted by the Association, as these instruments may be amended from time to time.” The Bylaws have been amended at several Annual Meetings, most recently on January 10, 2017. At that meeting, the amendments were approved by 22 members (78% of the total membership), with no dissent. The Board contends that membership approval of the amendments and subsequent filing of the amended Bylaws constitutes acceptance of the current Bylaws and recognizes their validity.

On May 7, 2026, the Board notified Mr. Massie by email to submit, by May 18, 2026, a plan and timeline to address this issue. If we do not receive a response by that date, the Board will arrange for the removal of the tree and will assess the cost evenly to Ron Ortscheid and Ray Massie. The letter from Ray’s attorney does not change that requirement, and the Board voted unanimously to proceed as planned. The Board will respond to Mr. Nord by email and postal mail.

The meeting adjourned at 7:30pm. The next regular Board meeting will be Wednesday, July 8, 6:30pm, at Bryan Meyers’ home.