

Mesa  Oaks

2024 Annual Meeting

- **Call to Order**
  - 2024-07-17 – 1800-1945 CST
- **Roll Call**
  - Hernan Orellana – President
  - Blair Berkland – Director at Large
  - Aminata Lewis – Secretary / Treasurer
- **Quorum Certification**

- Jackie Hollis
- jackiehollis2@gmail.com
- Requesting
  - Donations of decorations, lights, etc.
  - Assistance in yearly installing and takedown.
  - Assistance in yearly storage.
- More information here:
  - <https://mesaoakshoa.com/christmas>

<https://mesaoakshoa.com/christmas>

**VOLUNTEER**

## Christmas Decorations

Written by **Hernan Orellana**  
August 21, 2023

Please help us to decorate Mesa Oaks at Christmas time!

We could use help with:

- Donations.
  - Decorations or money.
- Purchasing decisions.
- Storage of decorations.
- Installation of decorations.

Volunteers may use all HOA communications resources to promote the project. Volunteers may request that the HOA mediate and maintain all funds in an escrow account under a separate HOA bank account on behalf of the volunteers for convenience but the HOA shall not control the committee except in cases where it is violates laws or HOA rules.

### Sign Up

Name \*

Email Address

Phone

Search

#### Recent Posts

- Easement Brush Removal
- Document Archivist
- Community Deals Negotiator
- Phone Agent
- Schertz Community Tool Shed

#### Recent Comments

No comments to show.

#### Calendar

July 4, 2024 – Trash + Recycle day

Mesa Oaks

Calendar Links FAQs Documents Members Contracts Communicate Contact HOA

Volunteer Positions HOA Member Dashboard 210-610-9982

Volunteer Positions

## HOA Volunteer Positions

The HOA is run by unpaid volunteers. We can keep costs very low as long as we avoid outsourcing, which costs a fortune. Every time we outsource, we are unnecessarily burdening each homeowner with additional costs.

Our volunteer positions address "low hanging fruit". Anything that requires special skills, special tools, certifications, insurance, or licensing will still be outsourced. We don't anticipate the need to outsource very much because our operations are very simple. We don't have a swimming pool, we don't have a clubhouse, and we don't have a golf course.



Search

### Recent Posts

- Easement Brush Removal
- Document Archivist
- Community Deals Negotiator
- Phone Agent
- Schertz Community Tool Shed

## Current Volunteer Positions



### Document Archivist

by Hernan Orellana | Dec 8, 2023

We have boxes of documents that need to be archived. There are...



### Community Deals Negotiator

by Hernan Orellana | Dec 1, 2023



### Phone Agent

by Hernan Orellana | Dec 1, 2023



### Information Technology

by Hernan Orellana | Aug 21, 2023

All Information Technology services are being staffed internally. This has saved us thousands of dollars. But, it requires specialized knowledge and we must...



### Executive Officer

by Hernan Orellana | Aug 21, 2023

Bylaws 1.1. 3.1, 3.2. allow the Board to designate executive officers which assist in all HOA functions including, but not limited to: Crafting, researching, implementing new rules, policies. Standard...



### Christmas Decorations

by Hernan Orellana | Aug 21, 2023

Please help us to decorate Mesa Oaks at Christmas time! We could use help with: Donations. Decorations or money.



### Architectural Review Committee (ARC)

by Hernan Orellana | Aug 21, 2023

HOA legal documents require the existence of an ARC. It's the only...



### HOA Website Social Media Moderators

by Hernan Orellana | Aug 21, 2023

Generally all HOA social media is an "anti-censorship" platform. But, there are a few laws that prevent posting of certain...



### Simple Sprinkler System Maintenance

by Hernan Orellana | Aug 21, 2023

HOA common areas use sprinkler systems. These break over time. We need...



### Yard Maintenance Enforcement

by Hernan Orellana | Aug 21, 2023

upkeep violations to the Board for enforcement. There is a possibility of conflicts of interest so we have certain rules...



### Accounting

by Hernan Orellana | Aug 21, 2023

Volunteers will assist the HOA Treasurer with...



### Taxes

by Hernan Orellana | Aug 21, 2023

simple but there are a few forms that we have to file (IRS Form 1096, 1099s for contractors, IRS Form 1120H). We also have to...

<https://mesaoakshoa.com/volunteer/>

[read more](#)

resources to promote the project. ... [read more](#)

## Vote (Board) for Executive Officers:

- Ms. Patricia Heller – Executive Officer
- Mr. Randall Pannell – Executive Officer
- Assistant to Officer -- Ms. Leann Rappmund (renter, not owner, expertise in accounting)
- Yes vote is contingent upon no specific prohibitions in the Articles, DCCRs, and ByLaws.
  - A Member is an Owner (homeowner) [ByLaws]
  - Assistant should be possible with NDA + declaration of no conflict of interest, +memorandum of understanding explaining that non-officers do not get HOA legal protection (e.g. no indemnity protection). Ideally should be sponsored by the homeowner in a legal capacity.

**Vote (Board) for ACC** interim to formal appointment:

- Mr. Randall Pannell
- Ms. Jackie Hollis

## Need volunteers (or Executive Officers) to help go door to door for Census

- Homeowners are required to maintain their contact information with the HOA.
- The list provided by the management company is not accurate.
- We are getting lots of returned / undeliverable mail.
- **Only 47% have returned the Census. Everything else is “unverified”.**
- We are “sending in the blind”.

## Need volunteers (or Executive Officers) to get eNotifications

- Snail mail is very expensive, time consuming.
- **Only 43% are enrolled into eNotifications.**
- **Each mass mailing will waste \$99.75** that could be used for landscaping instead.
  - \$99.75 subtracts out savings from eNotifications.
- Emails are authorized notifications by Texas law but **ONLY** if the homeowner provides written authorization.



# 2024-2025 Budget

## VOTE (board): Budget.

### Current Bank Balances (as of 2024-07-07)

#### Accounts

<b>GENERAL ACCOUNT</b>	Available Balance
3003020189	<b>\$24,200.04</b>
<b>HOMEOWNER DEPOSITS</b>	Available Balance
3003020200	<b>\$24,484.20</b>

**\$48,684.24**

### 2023 Budget

Admin Expenses	\$14,912.00
(note: management company was \$9,000 starting, but approx \$15,000/yr with fees)	
Taxes	\$420.00
Utilities	\$2,736.00
Grounds Maintenance	\$23,268.00
Other Maintenance	\$769.00
Other Expenses	\$1,407.00
Committees	\$1,100.00
Insurance	\$3,888.00
Xfer to Reserves	\$900.00
<b>Total Expenses</b>	<b>\$49,400.00</b>

**\$18,141 expenses decrease!**

### Mesa Oaks HOA Proposed Budget for 2024-2025

#### Programmed Expenses

##### Administrative Overhead

660600 Admin – Misc	\$1,000.00
660601 Admin – Office Supplies	\$150.00
660602 Admin – Postage	\$500.00
660603 Admin – Printing/paper/envelopes	\$500.00
660609 Admin – Meeting expenses	\$100.00
660610 Admin – Accounting Fees	\$400.00
660611 Admin – Legal fees	\$1,000.00
660622 Admin – Website fees	\$110.00
660622 Admin – Phone fees	\$80.00
660643 Admin – Collections fees	\$500.00
Admin – Postal box contractor	\$100.00
Insurance – Crime (2024-02-01 to 2025-02-01)	\$331.00
Insurance – Commercial Liability (2024-02-01 to 2025-02-01)	\$1,121.00
Insurance – Directors and Officers Liability (2024-02-01 to 2025-02-01)	\$1,737.00
<b>Admin Subtotal</b>	<b>\$7,629.00</b>

##### Taxes

661202 Taxes – Property taxes / Franchise tax (\$0)	\$110.00
<b>Tax Subtotal</b>	<b>\$110.00</b>

##### Grounds

662402 Grounds – Unanticipated contingencies	\$2,000.00
662403 Grounds – Greenscaping	\$15,000.00
662406 Grounds – Irrigation	\$400.00
662408 Grounds – Tree maintenance bank	\$1,500.00
<b>Grounds Subtotal</b>	<b>\$18,900.00</b>

##### Utilities

662409 Utility – Water (90% highest historical usage factor)	\$4,200.00
662410 Utility – Electricity (+25% historic \$28)	\$420.00
<b>Utilities Subtotal</b>	<b>\$4,620.00</b>

#### Programmed Income

410200 Assessment – Homeowner (\$200 annual, 184 homes)	\$36,800.00
410800 Assessment – Late Fees	\$0.00
Interest – Reserves	\$0.00
Other income (property transfers, etc.)	\$0.00
<b>Total Programmed Income</b>	<b>\$36,800.00</b>

#### Projected Margins

Dues	Homes paying dues	% participating	Total Collection	Excess
\$200.00	184 184 homes (best case)	100.00%	\$36,800.00	\$5,541.00
\$200.00	157 184 homes (not-ideal case 152 homes paid)	85.33%	\$31,400.00	\$141.00

\* Excess will be kept as reserve.

**~37% cost reduction**

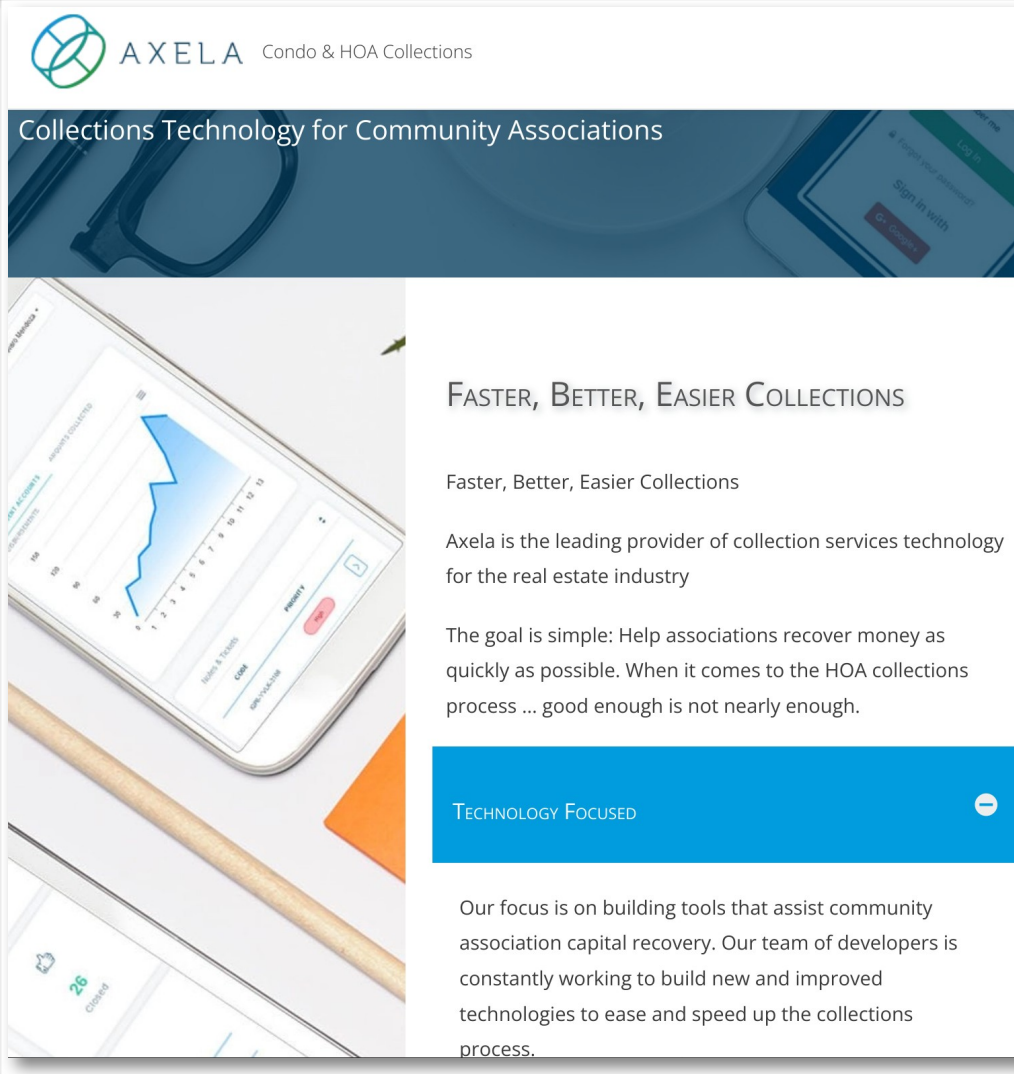
## Vote (Board) on Collections for 2024 Dues Delinquencies

For 2024, approximately **51%** of 184 homeowners have not paid or have communicated an intention not to pay.

- Yearly assessments were issued with an offer not to assess late fees for a documented attempt to pay on time.

Hernan found this company. Talked to them EOY 2023. They said it would cost around \$300-\$400 and they provide their own mailings, lawyers, etc. It may be possible for HOA to not shoulder any up front financial burden. This needs to be re-explored 2024 to ensure no changes occurred in stated services. Need Board authorization to send non-payers to collections.

<https://www.axela-tech.com/products-services/>



The image shows a promotional banner for Axela Tech's Collections Technology for Community Associations. The banner features the Axela logo (a green circle with a white 'X') and the text 'AXELA Condo & HOA Collections'. Below the logo, it says 'Collections Technology for Community Associations'. The background of the banner is a dark blue with a faint image of a smartphone displaying a collection management interface. The interface shows a line graph with a blue area under the curve, representing collection trends over time. The graph has a y-axis labeled 'PAY ACCOUNTS' and an x-axis with numbers 1 through 10. Below the graph, there are buttons for 'PAYMENTS', 'PRIORITY', 'CALL', and 'SERVICES'. The banner also includes the text 'FASTER, BETTER, EASIER COLLECTIONS' and 'Faster, Better, Easier Collections'. Below this, it states 'Axela is the leading provider of collection services technology for the real estate industry'. The goal is simple: Help associations recover money as quickly as possible. When it comes to the HOA collections process ... good enough is not nearly enough. A blue bar at the bottom of the banner contains the text 'TECHNOLOGY FOCUSED' and a minus sign icon. Below the banner, there is a paragraph: 'Our focus is on building tools that assist community association capital recovery. Our team of developers is constantly working to build new and improved technologies to ease and speed up the collections process.'

AXELA Condo & HOA Collections

Collections Technology for Community Associations

FASTER, BETTER, EASIER COLLECTIONS

Faster, Better, Easier Collections

Axela is the leading provider of collection services technology for the real estate industry

The goal is simple: Help associations recover money as quickly as possible. When it comes to the HOA collections process ... good enough is not nearly enough.

TECHNOLOGY FOCUSED

Our focus is on building tools that assist community association capital recovery. Our team of developers is constantly working to build new and improved technologies to ease and speed up the collections process.

## Vote (Board)

- **We can either:**
  - **A) Take no action –**
    - We lose the ability to collect on homeowners in the future (legal precedent).
    - We become discriminatory for collecting in the future since we are treating people differently now.
    - We have significant legal liability for not collecting now.
  - **B) Impose late fees and collection –**
    - Late payment forgiveness not applicable to everyone except returned mail.
    - HOA corporation rules require payment.



- 2024-2025 Mesa Oaks Green Space Bid Request.odt
- <https://mesaoakshoa.com/grass>

**Vote (Board)** on new greenscape contractor. Existing contract expires 2024-07-31. Hernan performed second competitive bid process (1<sup>st</sup> was 2023) to begin new service with additional mowings on 2024-08-01.

## Reference Costs

- 2022-2023 - **\$19,861.68** (+incidentals) – FSR
- 2023-2024 - **\$14,000** (competitive bid Year 1)
- **2024-2025 - \$15,000** (competitive bid Year 2)

## Bid Candidates

- a) Alex Tree Service **\$15,000.00**
- b) Tag Team Lawn Service **\$16,000.00**
- c) C&A Mallard Lawn Service **\$30,467.00**
- d) All Pro Restoration Lawn Care **\$36,000.00**

**2024-2025 Green Space Maintenance Bid Request**

**Table of Contents**

- Table of Contents.....
- Summary.....
- Description of Work.....
- Timeline.....
- Work Tasks.....
- Location.....
- Areas.....
- Schedule.....
- Hours.....
- Unplanned Situations.....
- Absences.....
- Length of Contract.....
- Legal.....
- Termination of Contract.....
- Terms of Payment.....
- HOA Contact Information.....

**Location**

Mesa Oaks HOA is located adjacent to Schertz Parkway and Live Guadalupe. The confines of the HOA is outlined in dark blue. The

- Live Oak Road and Oak Valley.
- Live Oak Road and Oak Run.
- Cotton King and Water Oak (no signs are located here indi

**2.4** Contractor is solely responsible for any damage to contractor property or equipment while performing work or within the areas of the HOA.

**3 Scope.**

- 3.1 No other contract, agreement, or other legal arrangement shall have precedence over this contract.
- 3.2 If any part of this contract is rendered invalid, void, or otherwise unenforceable, the remainder of the contract shall remain in effect.

**4 Jurisdiction.**

- 4.1 All legal matters will be executed in the County of Guadalupe in the State of Texas.
- 4.2 Contractor will be liable for all legal expenses and related expenses brought by the HOA against the Contractor.

**5 Outstanding warrants and other active police matters.** Contractor must assure that any employee or sub-contractor employee:

- 5.1 Has no outstanding warrants.
- 5.2 Is not a registered sex offender.
- 5.3 Is not under house arrest or other form of arrest.
- 5.4 Is not "wanted" for any crime.

**6 Medical qualifications.** Contractor will assure employees do not have any diagnosed or undiagnosed medical condition that could make accomplishment of the Contract dangerous to the employee, to any other person(s), or to HOA and homeowner property.

- 6.1 The HOA will not be responsible in any capacity for workplace illness or injury of Contractor employees.

**7 Illegal Substances.** No illegal substances may be consumed, used, sold, or possessed while on Mesa Oaks HOA property or on homeowner property.

**8 Sub-Contractors.**

- 8.1 Contractor may utilize sub-contractors with pre-approval from Mesa Oaks HOA.
- 8.2 Contractor is fully liable, without exception, for sub-contractors and is additionally required to uphold the Indemnity, Jurisdiction, and Legal Residents clauses of this section.
- 8.3 Sub-contractors must also uphold all other parts of this contract.

**9 Contractor Fiscal Responsibility.**

- 9.1 HOA shall not be liable for any Contractor's or sub-Contractor's taxes, outstanding debts, collections, insurance costs, citations, fines, fees, or any other financial obligations "out of scope" of this Contract.

**10 License and Bond Requirements.**

- 10.1 Contractor is not required to be licensed or bonded, however, if a task requires licensing by state law for any method used, then contractor must be licensed.
  - 10.1.1 Weed control may be accomplished using any common means including timely mowing and weed pulling. If herbicides are used, contractor must be adequately licensed and meet any State law requirements.

**11 Insurance.**

- 11.1 HOA shall not be liable to cover any Contractor or sub-Contractor insurance costs.
- 11.2 Contractor is liable for maintaining Commercial/Liability insurance, Workers Compensation, Non-Owned Auto, or other insurance if needed by Contractor policy, state law, or city ordinance.

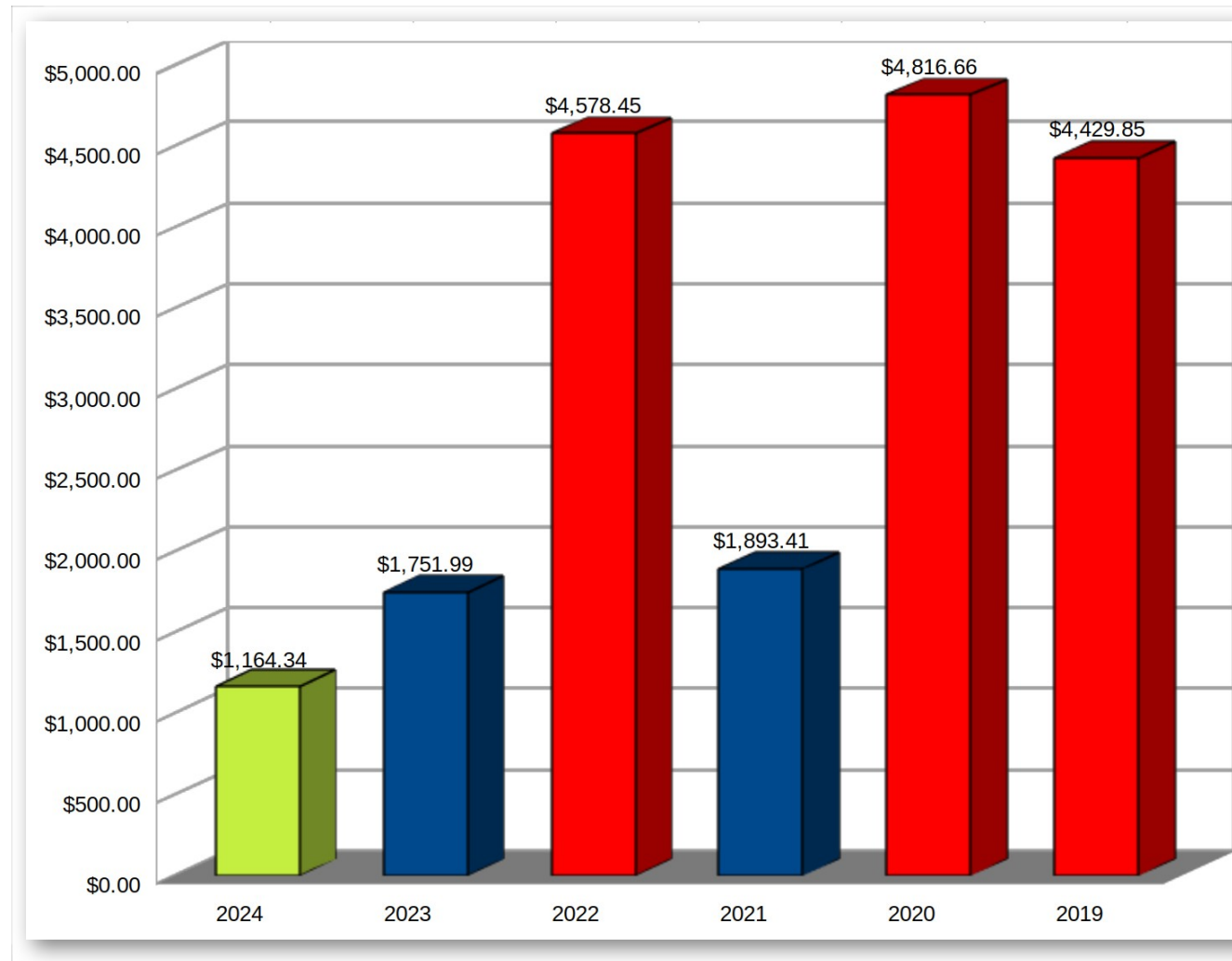
Page 5 of 11

# Irrigation System

**Irrigation system is an ongoing problem. It has not been adequately maintained for many years.** A large number of repairs have been done in 2024. Contractor repairs alone are \$955.06.

Irrigation system was very poorly installed. Some pipes are routed around tree roots – pipe fracturing. Some zones overlap unnecessarily.

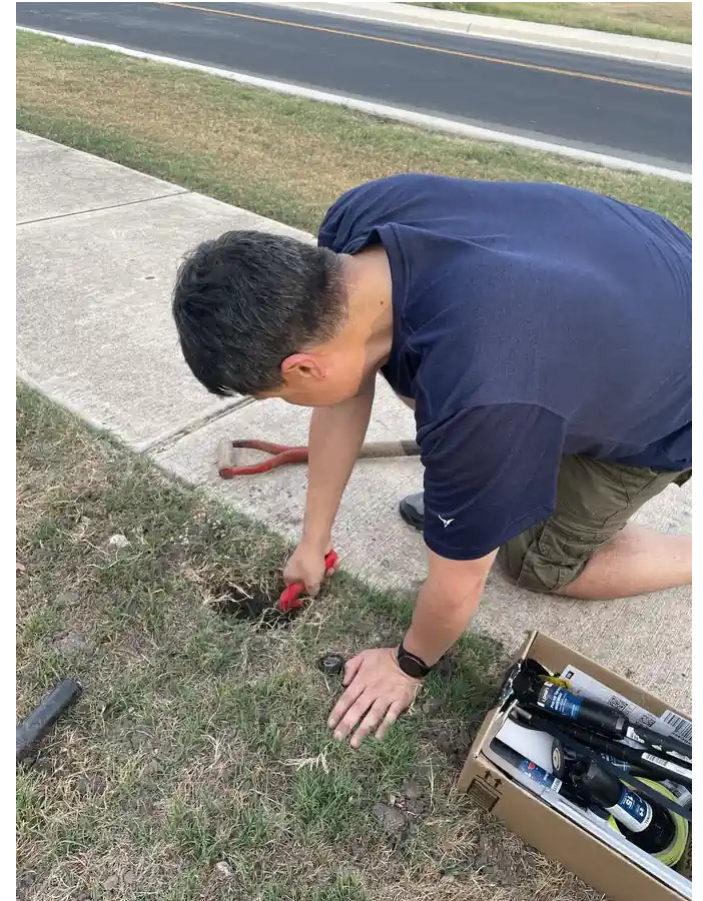
**We still have a 2.77 gpm (Hernan measured) and (204.3 gph [Schertz]) underground leak somewhere else.**



*Historic Water Use Measured As Cost*

# Irrigation System

- We can save money over time by doing our own repairs for “**simple things**” like replacing only sprinkler heads.
- Contractors can do more “**difficult things**” like broken underground pipes and faulty electrical control systems.
- These can easily be fixed by HOA board members and officers to save significant money.



## Recommendations

- 1) Explore new **Internet controlled sprinkler controllers**.
- 2) De-activate most sprinklers and only irrigate some plants with drip irrigation above ground to make it easily repairable by homeowners or contractors.
- 3) **Intelligently reduce watering**. Simplify landscaping. Use rock gravel.

## New Sprinkler Controllers

Existing system is “dumb”. It works only on a schedule. **No regard for freezing temperatures or rain patterns** (rain sensors are not effective).

*OpenSprinkler* is a non-proprietary sprinkler system that does **not** have recurring costs, subscriptions, or planned obsolescence schemes. It’s a one time cost. They are their own servers. No middleman required. Totally private.

Allows us to intelligently water only when needed, at various rates depending on weather. Allows us to far more easily find broken sprinkler heads or zones.

## 3 Pack Wireless Bridge

Allows an Internet connection from each OpenSprinkler controller to a volunteer homeowner’s internet connection. This avoids and monthly cellular fees, hotspot costs, dedicated internet costs.



**\$193 \* 2 (one time)**

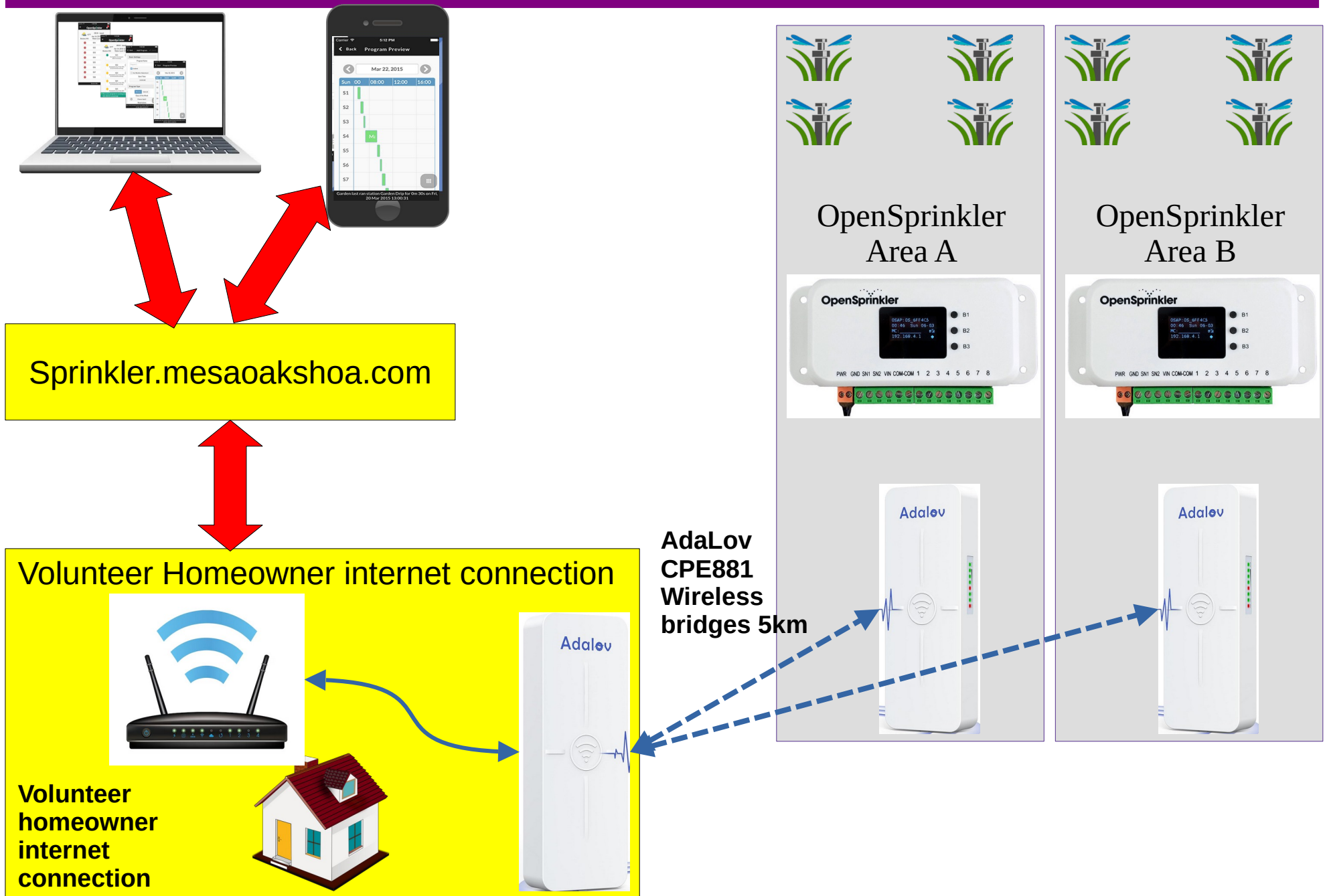


**\$270 (one-time)**

**Total: \$656 one time cost //**



# Irrigation System



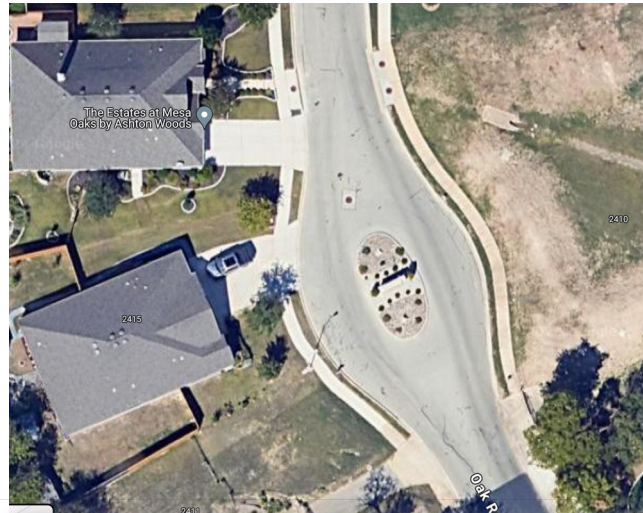
# Irrigation System

- Incidentally, a large portion of the front is not irrigated at all and it's doing just fine. Sprinklers in yellow.
- Some sprinklers should be replaced with drip line irrigation to reduce water use, lower maintenance costs, and reduce maintenance.



# Irrigation System

- Center island irrigation system repaired.
- Competitive pricing research and found a replacement for half the price (same model).
- Saved more money by fixing it ourselves.
- Contractor did not suitably take care of weeds in center island. Hernan did supplementary spraying.
- Contractor given feedback for not performing contractual obligations on many occasions (didn't cut all areas, cut too short, didn't pick up grass, didn't treat weeds numerous times, didn't identify sprinkler problems).



SPW Hunter Node-BT-200 Two Zone Bluetooth Enabled Irrigation Controller 9V Dual Station Timer NODEBT200

Visit the HUNTER Store  
4.5 ★★★★★ 56 ratings  
50+ bought in past month

\$177.80

Or \$29.63/mo (6 mo). Select from 2 plans

prime Two-Day  
FREE Returns

Get a \$50 Gift Card for each friend who is

Time placed	Mar 28, 2024 at 1:04 PM
Order number	18-11365-72513
Total	\$68.85 (1 item)
Sold by	originaltexan

Delivered on Mon, Apr 1, 2024

✓ Paid Mar 28
 ✓ Shipped Mar 28
 ✓ Delivered Apr 1

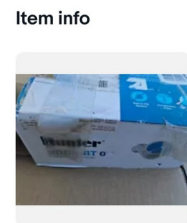
Tracking details

Number 9405508205498793927525

Hunter node-bt NEW NODE-BT-100 IRRIGATION CONTROLLER \$49.00  
 Item number: 116061368732  
 Return window closed on May 1, 2024.

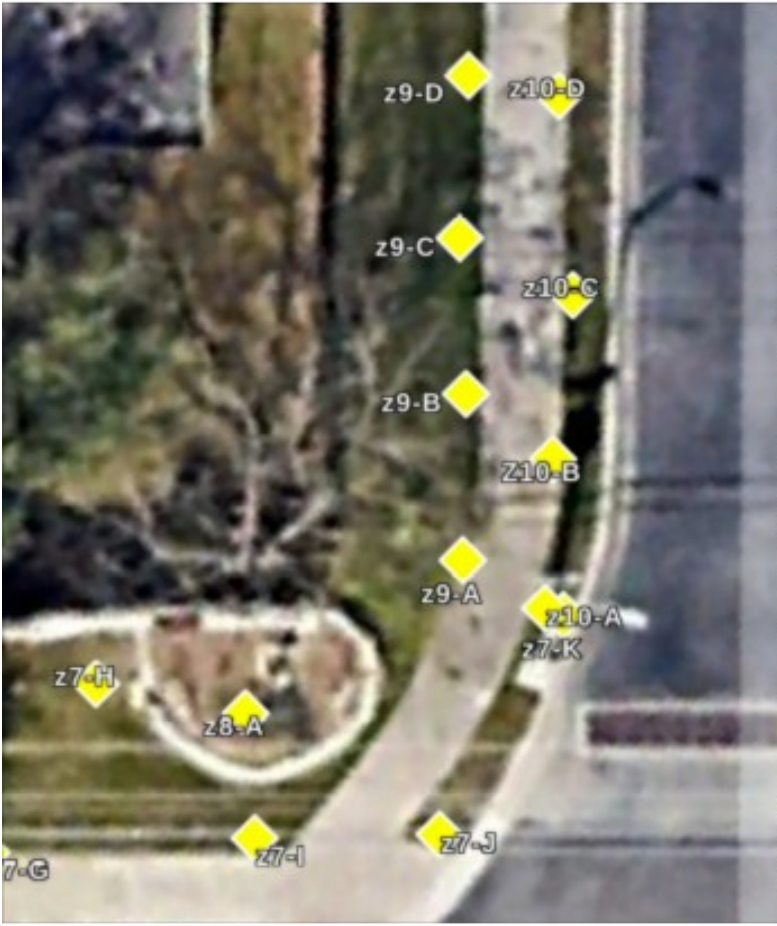
Contact seller More actions

We can save a lot of homeowner money by being responsible stewards.

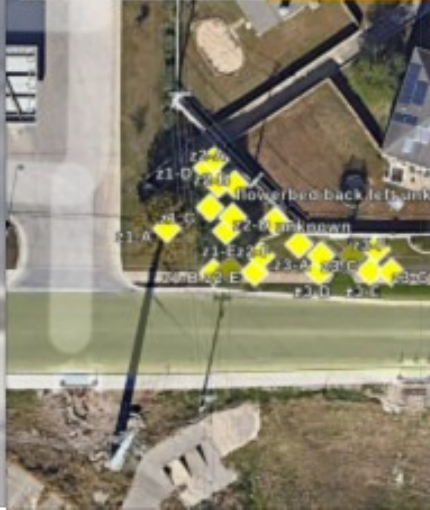


# Irrigation System

- Sprinklers are mapped out now. *This should have been done long ago!*
- We need to go label each one now so that if homeowner reports a broken sprinkler head, we can replace it ourselves immediately.



	A	B	C	
	Zone		ID	
1				
2	Area A			
3		1	A	hernan and ch
4			B	okay
5			C	okay
6			D	okay
7			E	okay
8		2	A	okay
9			B	okay
10			C	buried
11			D	okay fl
12			E	Okay 1
13			F	Guyser
14		3	A	180 ok
15			B	180 ok
16			C	180 ok
17			D	360 ok
18			E	180 ok
19			F	180 He
20			G	180 ok
21			H	Guyser
22		4	A	180 ok
23			B	180 bu
24			C	180 ok
25			D	180 ok
26			E	180 pu



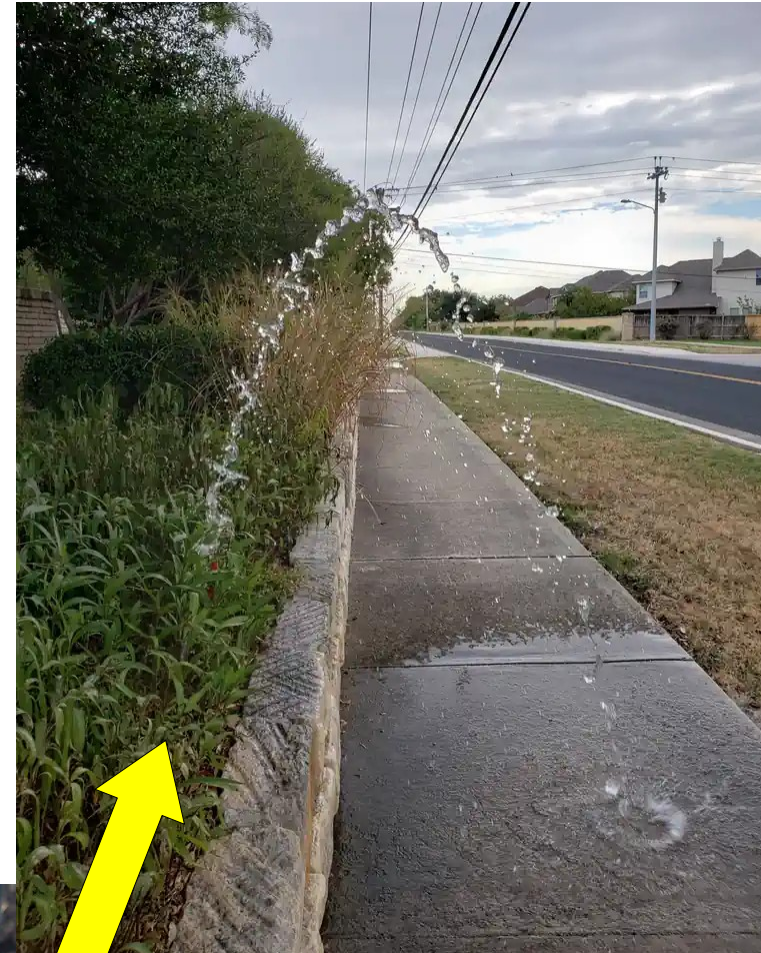
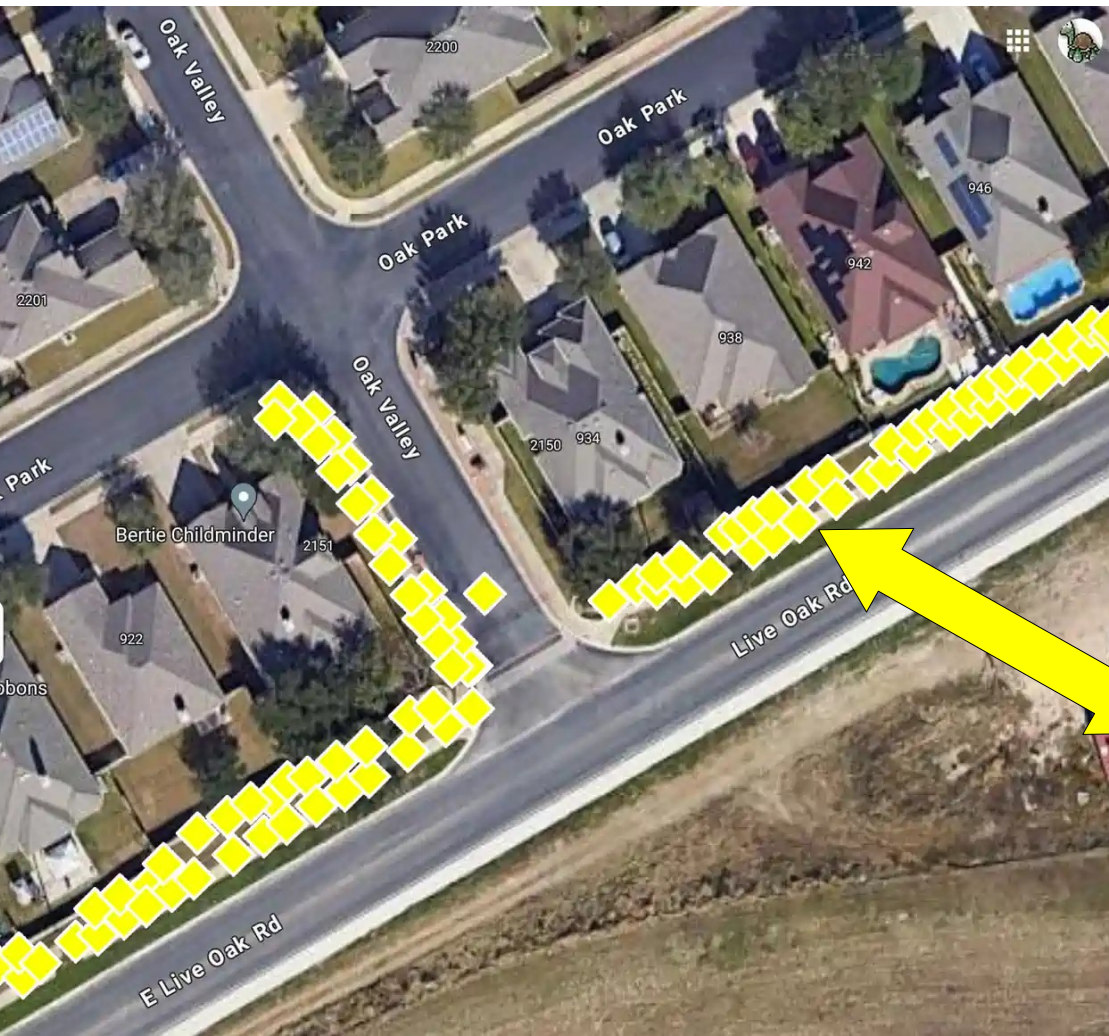
Mesa Oaks

Home Sprinklers HOs Landscaping Login

There are 139 sprinklers.

Area	Zone	Status	ID	Label	Notes	Del	Edit
A	1	Good	A	Az1-A	hernan changed – set up for 360. can replace with cheaper riser and cheaper 360 – Hernan labeled 2023.09.19zx	Del	Edit
A	1	Good	B	Az1-B	okay	Del	Edit
A	1	Good	C	Az1-C	okay	Del	Edit
A	1	Good	D	Az1-D	okay	Del	Edit
A	1	Good	E	Az1-E	okay	Del	Edit
A	2	Good	A	Az2-A	okay	Del	Edit
A	2	Good	B	Az2-B	okay	Del	Edit
A	2	Fair	C	Az2-C	buried but works	Del	Edit
A	2	Fair	D	Az2-D	okay flowerbed 360	Del	Edit
A	2	Good	E	Az2-E	Okay 180	Del	Edit
A	2	Good	F	Az2-F	Guyser 360 hernan fixed 2023.10.02	Del	Edit
A	3	Good	A	Az3-A	180 okay	Del	Edit
A	3	Good	B	Az3-B	180 okay	Del	Edit
A	3	Good	C	Az3-C	180 okay	Del	Edit
A	3	Good	D	Az3-D	360 okay	Del	Edit
A	3	Good	E	Az3-E	180 okay	Del	Edit
A	3	Fair	F	Az3-F	180 Hernan adjust	Del	Edit
A	3	Fair	G	Az3-G	180 okay buried	Del	Edit

- We need to go label each one now so that if homeowner reports a broken sprinkler head, we can replace it ourselves immediately.



# Water Rights

## Description

Many years ago, the Board and Management Contractor made a deal with several homeowners to water easements adjacent to their home. This was never formally documented. Only evidence from homeowner emails exists now.

A	B	C	D	E	F	G	H	I
<b>FOR BOARD USE ONLY. DO NOT COPY, DISTRIBUTE TO ANYONE OUTSIDE OF THE HOA BOARD</b>								
<b>Water Credits</b>								
<b>Previously negotiated and DOCUMENTED credits:</b>								
Property ID	Water Credit ID	Address	Owner	Amount	Previous Reference	Legacy Amount	Legacy Dues	Legacy Percentage
	WC-1			26.58%	water credits documentation.pdf	\$162.40	\$260.00	62.46%
	WC-2			26.58%	water credits documentation.pdf	\$162.40	\$260.00	62.46%
	WC-3			26.58%	water credits documentation.pdf	\$162.40	\$260.00	62.46%
	WC-4			26.58%	water credits documentation.pdf	\$162.40	\$260.00	62.46%
	WC-5			No documentation	No documentation			
	WC-6			No documentation	No documentation			
Total documented credit amount						<b>\$649.60</b>	<b>\$1,040.00</b>	
To maintain a cost neutral relationship, we have to divide the yearly amount 6 ways								
Total yearly legacy cost of water rights				\$649.60	This is what we can afford cost neutral			
Total homeowners being offered				6				
New credit amount per homeowner				\$108.27	The maximum we can offer if 6 homeowners			
Total dues for 6 homeowners (\$260/yr)				\$1,560.00	Cost neutral 41.64%			
Highest dues for each homeowner				\$260.00	at \$260 dues (worst case scenario).			
New % based on 6 homeowners at \$200				41.64%				
New amounts per homeowner								
Property ID	Water Credit ID	Address	Owner	Amount	Previous Reference	Yearly Credits at \$200	Credits at \$230	Credits at \$260
Total Yearly due per homeowner →						\$116.72	\$134.23	\$151.73
	WC-1			41.64%	water credits documentation.pdf	\$83.28	\$95.77	\$108.27
	WC-2			41.64%	water credits documentation.pdf	\$83.28	\$95.77	\$108.27
	WC-3			41.64%	water credits documentation.pdf	\$83.28	\$95.77	\$108.27
	WC-4			41.64%	water credits documentation.pdf	\$83.28	\$95.77	\$108.27
	WC-5			41.64%		\$83.28	\$95.77	\$108.27
	WC-6			41.64%		\$83.28	\$95.77	\$108.27
Total documented credit amount						<b>\$499.69</b>	<b>\$574.65</b>	<b>\$649.60</b>
At 41.64% we always remain cost neutral.								

# Water Rights

The HOA has always and will continue to be responsible for mowing the easements.

There is no irrigation system on these easements. It would cost a fortune to install and maintain and, **they are easements** so any utility company can dig them up.



## 2024 Water Rights

2024-02-12

### Background

You are receiving this letter because you are eligible or currently engaged in a prior management company agreement with homeowners regarding the maintenance and cultivation of land areas in easements adjacent to homeowners' property, referred to as "water rights". Unfortunately, very little documentation exists to substantiate prior agreements. Nevertheless, we feel that the HOA has an obligation to honor prior agreements in the best spirit of serving the homeowner. Based on prior credit issuance history, we are extending an offer to cement a new water credit agreement which is equal to the cost incurred to the HOA derived from prior agreements. If you accept this offer, we ask that you sign this document and return the signed copy, either by postal mail, or by emailing us a scanned copy to [info@mesaoakshoa.com](mailto:info@mesaoakshoa.com). It will be recorded indefinitely in HOA records. We recommend that you keep a copy of this agreement for yourself.

### Water Rights Conditions

- Unless superseded by another Board decision, **your Water Rights discount will be 41.64% per year, applied to your yearly assessment.**
  - For example, based on 2024 assessments:

2024 Assessment	\$200	\$230	\$260
Water Rights %	41.64%	41.64%	41.64%
Water Rights Credit \$	\$83.28	\$95.77	\$108.27
<b>Your Total Yearly Amount Due</b>	<b>\$116.72</b>	<b>\$134.23</b>	<b>\$151.73</b>

- The homeowner is responsible for maintaining any covering (e.g. grass, etc.) and/or vegetation using any industry standard means necessary to maintain HOA approved appearance standards. This includes, but is not limited to, watering vegetation as needed to maintain a healthy and green appearance. Please do not add any vegetation except for grass without HOA approval. The HOA may request the homeowner to demonstrate irrigation techniques and methods to verify stewardship. The HOA may terminate this agreement if the homeowner does not maintain his easement sector.
- The HOA will provide lawn mowing services in accordance with its landscaping contract.
- Any homeowner not wishing to participate in this offer, or if the HOA wishes to terminate this offer at any time, will not be granted the water rights credit. A homeowner may revoke their acceptance of this offer at any time via written and dated statement of declination. In this case, the homeowner's HOA assessments will resume the normal payment schedule without water credits. If the declination statement is given to the HOA while a credit is still in effect, the homeowner shall be notified of the proportional balance between the notice date and the expiration of the water credit, and the homeowner shall be billed and responsible to submit the proportional

The new contract required the easements to be obviously green by watering or else water rights would be revoked by the HOA.

This Board became aware of it and offered essentially the same deal as a courtesy for past obligations.

balance within 30 calendar days of the date of invoice. Effective on the date in the notice of declination, the HOA will maintain the proportional part of the easement adjacent to your property only in accordance with HOA standards.

### Land Areas

Your land area of responsibility corresponds to 25% of the total adjacent easement area (or 50% absent an HOA home behind your home). It is defined by a rectangular area beginning at the street, extending towards 50% of the total easement length if your property is backed by another homeowner's property, or if not terminating at another HOA home, the full remaining length of the easement to the limit of HOA property line. Each easement is divided into sectors and is assigned a label from WC-1 to WC-6. A full color satellite image map of the sectors is found at <https://mesaoakshoa.com/water-rights>.

Your sector is \_\_\_\_\_.

### Actions

#### If you accept this offer:

- If you have not paid your dues for 2024:
  - You have been given an extension automatically waiving any late fees until the Board had rendered a decision on a water rights compromise. This letter represents a Board decision and the termination of late fees waivers.
  - Please make your yearly (or bi-yearly) payment to the HOA within by March 15<sup>th</sup> 2024.
- If you have paid your dues already in the full amount:
  - The HOA may owe you a refund. The HOA will issue you a check in the future.

#### If you decline this offer:

- Your HOA assessment is due no later than March 15<sup>th</sup>, 2024 without further late fee relief. Please pay per the 2024 dues schedule mailed to you or found in the 2024 Newsletter (<https://mesaoakshoa.com>).

I ACCEPT HOMEOWNER PRINTED NAME: \_\_\_\_\_

I DECLINE HOMEOWNER SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

Your neighbor,

Hernan Orellana,  
President, Mesa Oaks Homeowners Association  
[info@mesaoakshoa.com](mailto:info@mesaoakshoa.com) voicemail: 210-610-9982



## Water Rights Sunset Vote

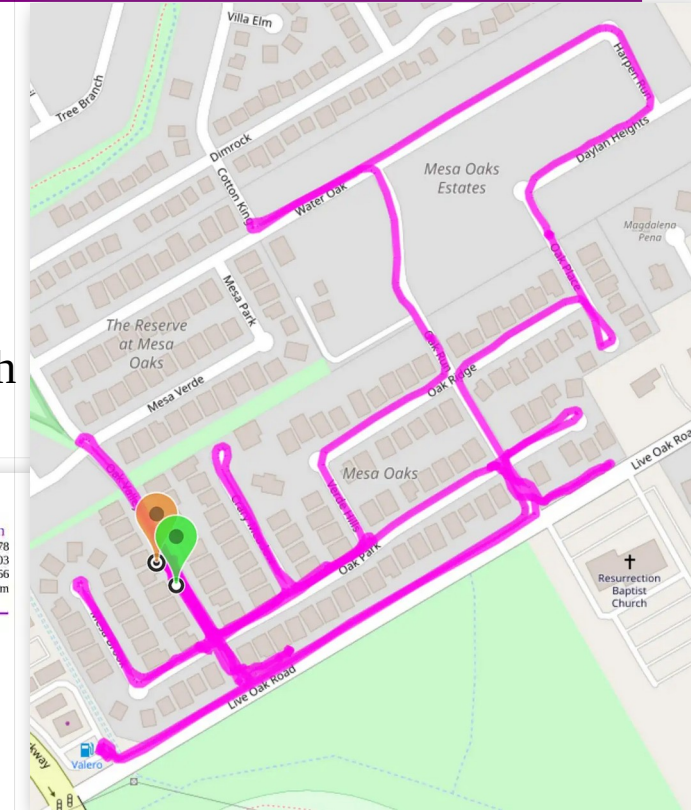
- No homeowners accepted.
- Recommend all Water Rights options be permanently terminated.
- They disproportionately benefit some and costs everyone else.


## **Sunset Water Rights Vote**

**KEEP / SUNSET**

## Monthly Neighborhood Walkthroughs

- Hernan has been doing monthly neighborhood walkthroughs.
- GPS tracks available here: <https://mesaoakshoa.com/enforcement>
- Enforcement log kept.
- Primary method of enforcement is “*Letter of Cooperation*” which is **non-punitive**, and is meant to **educate** the homeowner.
- Response has been good.





Mesa Oaks Homeowners Association  
 1248 FM 78  
 Suite 102 PMB 4103  
 Schertz, TX 78154-2466  
 info@mesaoakshoa.com

---

### A-008-Homestead Violations – Quick Reference

POC: Hernan Orellana, hernan@mesaoakshoa.com

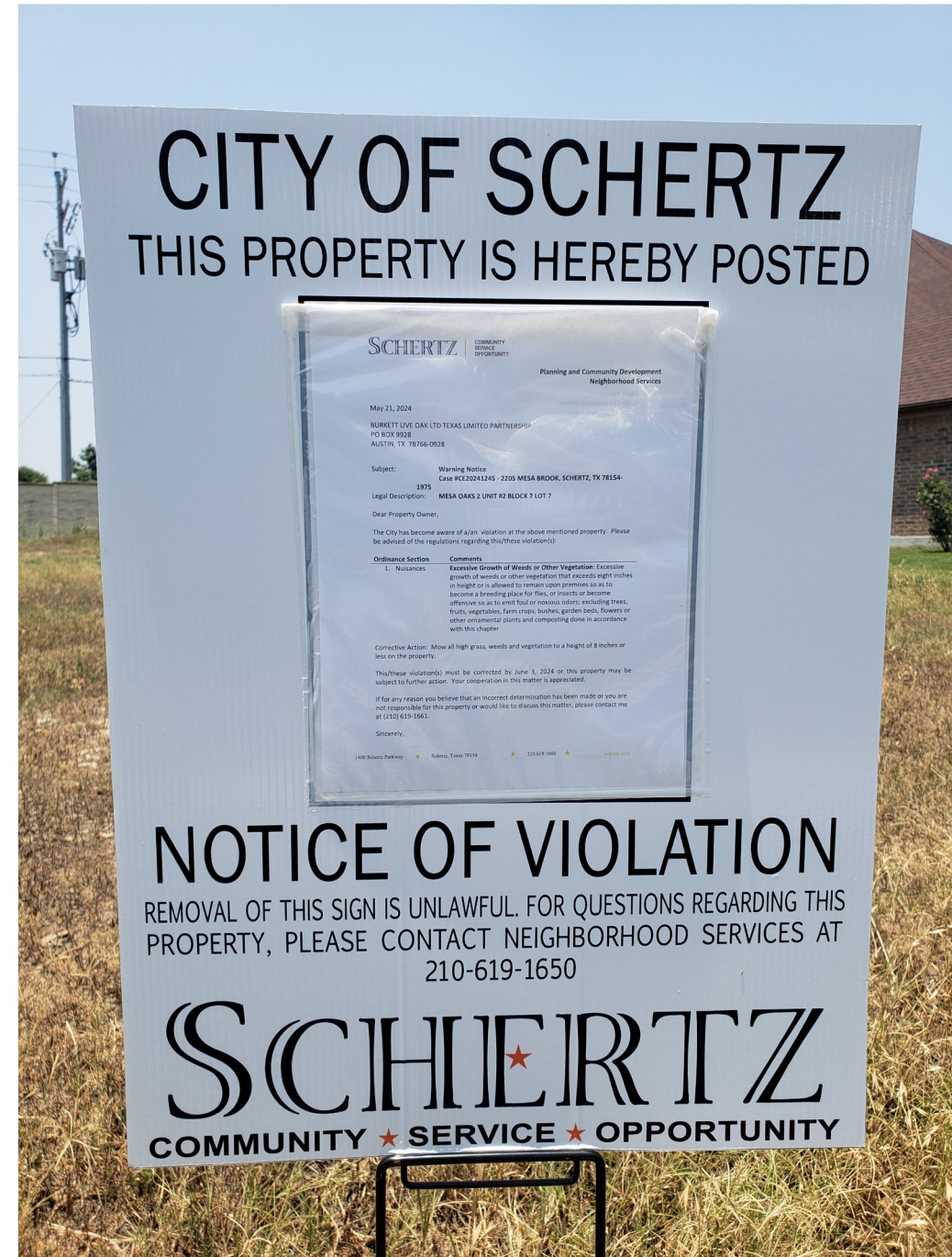
Article 3, Section 3.4

- (b) No inoperable vehicle without license may be parked for storage in the front driveway, shall be used as residence.
- (d) No vehicle of any size that transports dangerous, flammable, corrosive, explosive or hazardous materials may pass through or kept.
- (e) No vehicles shall be parked or stored except for passenger, builder or contractor vehicles.
- (f) No manufacturing, industrial, oil or gas drilling, oil or gas development, smelting, refining, quavering or mining operations shall be permitted.

THIS DOCUMENT IS FOR HOA BOARD USE ONLY. IT MAY NOT BE DUPLICATED, REPRODUCED, OR DISTRIBUTED OUTSIDE OF HOA BOARD MEMBERS.										
ID	Date Observed	Auditor	Subject Name	Property ID	Subject Address	Description	Enforcement Level	Method Conveyed	Enforcement File	
3	240001	01/14/24	Hernan Orellana	13:		Weeds on outer front yard	Request for Cooperation	Left at door	2024-01-14	
4	240002	01/14/24	Hernan Orellana	13:		Mounds of dirt uncovered	Request for Cooperation	Left at door	2024-01-14	
5	240003	01/17/24	Hernan Orellana	13:		Tarp not fully covering mound(s) of dirt	Request for Cooperation	Left at door	2024-01-17	
6	240004	02/06/24	Hernan Orellana	13:		Weeds on outer front yard	Request for Cooperation	Mailed	2024-02-06	
7	240005	02/07/24	Hernan Orellana	13:		Overgrown weeds, clovers, all over front facing yard.	Request for Cooperation	Mailed	2024-02-06	
8	240006	02/06/24	Hernan Orellana	13:		Tarp not fully covering mound(s) of dirt – more tarps	Request for Cooperation	Mailed	2024-02-06	
9	240007	02/07/24	Hernan Orellana	13:		Grass, clovers, weeds exceeding 6 inches	Request for Cooperation	Mailed	2024-02-07	
10	240008	03/03/24	Hernan Orellana	12:		weeds fence, front	Request for Cooperation	Mailed	2024-03-03	
11	240009	03/03/24	Hernan Orellana	13:		Weeds, untrimmed areas	Request for Cooperation	Mailed	2024-03-03	
12	240010	03/03/24	Hernan Orellana	12:		weeds, grass length	Request for Cooperation	Mailed	2024-03-03	
13	240011	03/03/24	Hernan Orellana	13:		grass length	Request for Cooperation	Mailed	2024-03-03	
14	240012	03/03/24	Hernan Orellana	13:		Grass, clovers, weeds exceeding 6 inches	Notice of Violation	Mailed	2024-03-03	
15	240013	03/03/24	Hernan Orellana	16:		weeds	Request for Cooperation	Mailed	2024-03-03	
16	240014	03/03/24	Hernan Orellana	16:		weeds	Request for Cooperation	Mailed	2024-03-03	
17	240015	05/15/24	Hernan Orellana	12:		grass length, weeds	Request for Cooperation	Mailed	2024-05-16	

## Empty Lot Ongoing Issues

- One lot owner has consistently refused to mow their property causing a public nuisance and safety issue for neighbors.
- Several notices sent by HOA.
- Referred for enforcement now by City of Schertz.



## Vote (Board) on Putting Lien on LLC Lot

- LLC has amassed approx **\$1,000** in failure to pay for HOA yard maintenance interventions.
  - **HOA should have never spent homeowner money to mow a private land owner's property.**
- **\$690.98** in Undeveloped Lot Assessments (HOA dues)
- **\$123.00** in Collection Expenses
- Total: **\$1,813.98**
  
- Hernan was contacted by a Title Company researcher asking about any costs associated with transferring ownership of this lot to another owner. Hernan responded with a **first right of refusal notification** with the aforementioned outstanding fees.
- Lot owner is still failing to maintain their grass. Hernan has put enforcement through the city on them.
- **Recommend the Board vote in favor of imposing a Lien on this lot owner corporation.**

# Homeowner Enforcements

## Vote (Board)

- Lot owner has amassed
  - approx **\$1,000** in failure to pay for HOA yard maintenance interventions.
  - **\$690.98** in Undeveloped Lot Assessments (HOA Dues)
  - **\$123.00** in Collection Expenses
  - Total: **\$1,813.98**

Greetings. I've attached a statement of debt that must be satisfied at or prior to closing. Mesa Oaks HOA is invoking the first right of refusal at this time.

- HOA Assessments are variable depending on homeowner opt-in. The possible yearly assessment rate ranges from \$260 to \$200 depending on homeowner opt-in selections.

Dues Calculator	
Unadjusted Dues	\$260/year
<input type="checkbox"/> I have opted into Electronic Notifications and I am submitting the form with this payment.	-\$30/year
<input type="checkbox"/> I have opted to pay the full year in advance	-\$30/year
Due by 31 January 2024 (if enrolled into Electronic Notifications and if paying the full year in advance)	\$200/year
My calculated amount is.... I will be paying this much <b>no later than January 31, 2024</b> -->> (keep this for your records)	

Example Scenarios	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Pay Yearly	No	No	Yes (-\$30)	Yes (-\$30)
e-Notifications	No	Yes (-\$30)	No	Yes (-\$30)
Yearly assessment	\$260.00	\$230.00	\$230.00	\$200.00
<b>Due Jan. 31st, 2024</b>	<b>\$130.00</b>	<b>\$115.00</b>	<b>\$230.00</b>	<b>\$200.00</b>
Due June 30 <sup>th</sup> , 2024	\$130.00	\$115.00	-	-

Due dates are either end of month January, or end of month June, depending on whether the homeowner elects to pay once or twice a year. Proration should be calculated based on either the \$200, \$230, or \$260 yearly amounts as selected by homeowner. If the Title Company is unable to determine homeowner opt-ins,

- Transfer fee is: \$180.00.
- Resale Certificate fee is: \$275.00.

Please refer to the attached debt collection letter. I don't want to hold up closing so if you can propose a payment arrangement, we can remedy the right of refusal. I can be contacted at [info@mesaoakshoa.com](mailto:info@mesaoakshoa.com) or 956-406-2006.

Thank you,  
Hernan Orellana

Mesa Oaks HOA President

## Vote (Board)

Recently title company contacted Hernan to ask about HOA dues for lot. Hernan invoked “**Right of First Refusal**” which disallows the owner to sell the lot until full HOA balance is satisfied (Texas law).

- **Vote on placing:**

- 1) **Lein on property,**
- 2) **Referral to collection company,**
- 3) **Lawsuit in small claims court.**

**YEA | NAY**



Mesa Oaks Homeowners Association

1248 FM 78  
Suite 102 PMB 4103  
Schertz, TX 78154-2466  
info@mesaoakshoa.com

2024-05-10

To: Chicago Title  
15727 Anthem Parkway, Suite 210  
San Antonio, Texas 78249  
Direct: 210.482.3535 | Fax: 210.482.3717  
karla.tschirhart@ctt.com

To Whom It May Concern:

The property at [REDACTED] owned by [REDACTED] has been delinquent on numerous HOA financial responsibilities. A summary of these is attached on the following page.

**Mesa Oaks HOA is invoking the first right of refusal on this property transfer until this delinquency is satisfied. Mesa Oaks HOA will issue a Transfer Certificate once either of the following is satisfied:**

- A) **The amount is paid to Mesa Oaks HOA prior to closing.**
- B) **At closing, the past debt is satisfied. Either party or both may satisfy the debt. Title company shall collect unpaid debts and withhold closing until the debt to Mesa Oaks HOA is fully collected. Mesa Oaks HOA will continue to invoke the first right of refusal until the Title Company (Chicago Title) collects the full debt amount.**

**If option B is invoked, then the Title Company (Chicago Title) agrees to assume full liability to pay Mesa Oaks HOA the full delinquent debt amount postmarked no later than the closing date. Title Company is recommended to use certified mail.**

In an effort to prevent delaying the closing date, Mesa Oaks HOA may negotiate a payment arrangement with Title Company if contacted at [info@mesaoakshoa.com](mailto:info@mesaoakshoa.com).

Please remit payment to:

**Mesa Oaks Homeowners Association**  
1248 FM 78  
Suite 102 PMB 4103  
Schertz, TX 78154-2466

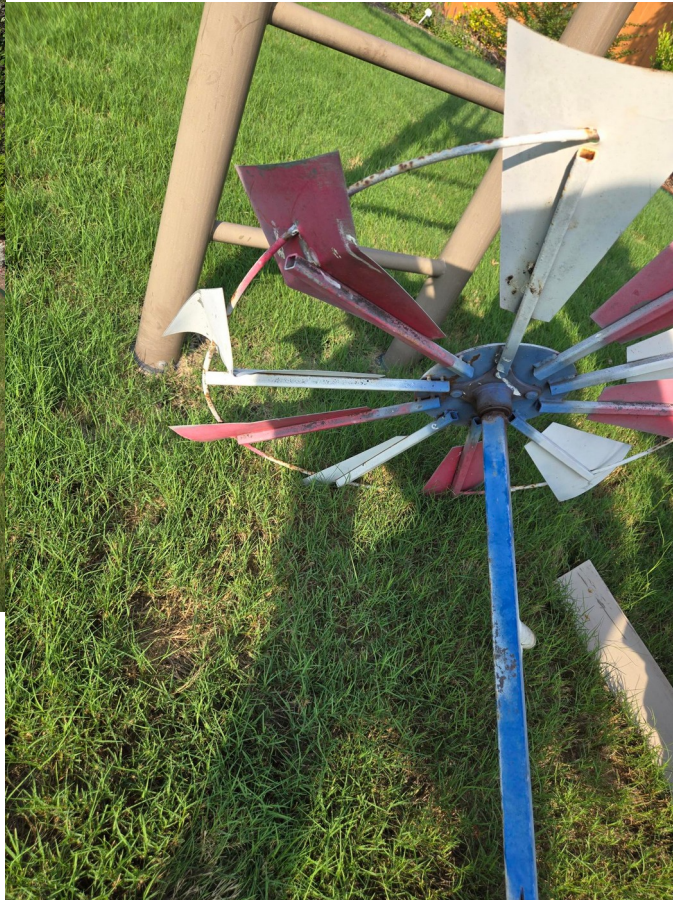
## VOTE: Background

Prior management company was unaware HOA owned this property (and many other things). This **easement has not been maintained for 10+ years** (contractor opinion). Tree has recently caused **damage** to one homeowner. **As long as trees exist there, this problem will continue to exist.** Any **recurring maintenance** on this easement to maintain trees is an **asymmetric** and **disproportionate** expense to **non-adjacent homeowners**. If we keep the trees, we take \$\$\$ from other homeowners.



## Damage caused by trees in 2024

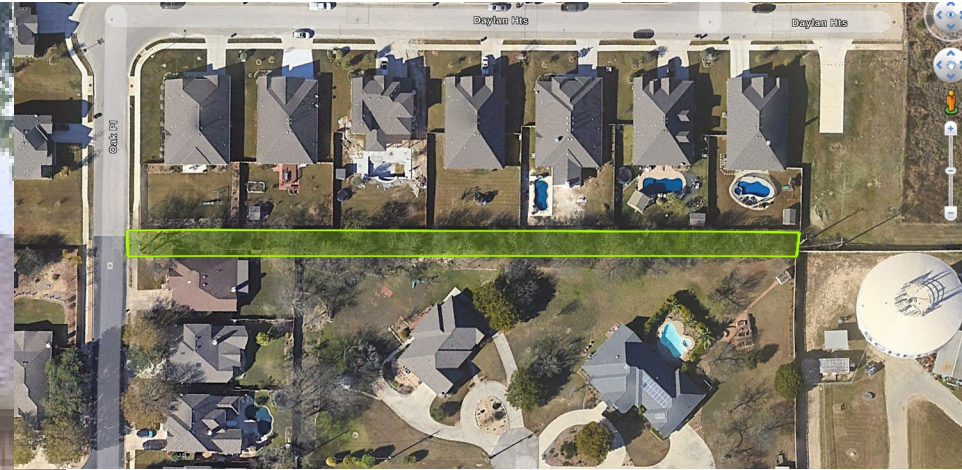
Property A (June 5, 2024)





## Damage caused by trees in 2024

Property B (9 July 2024)

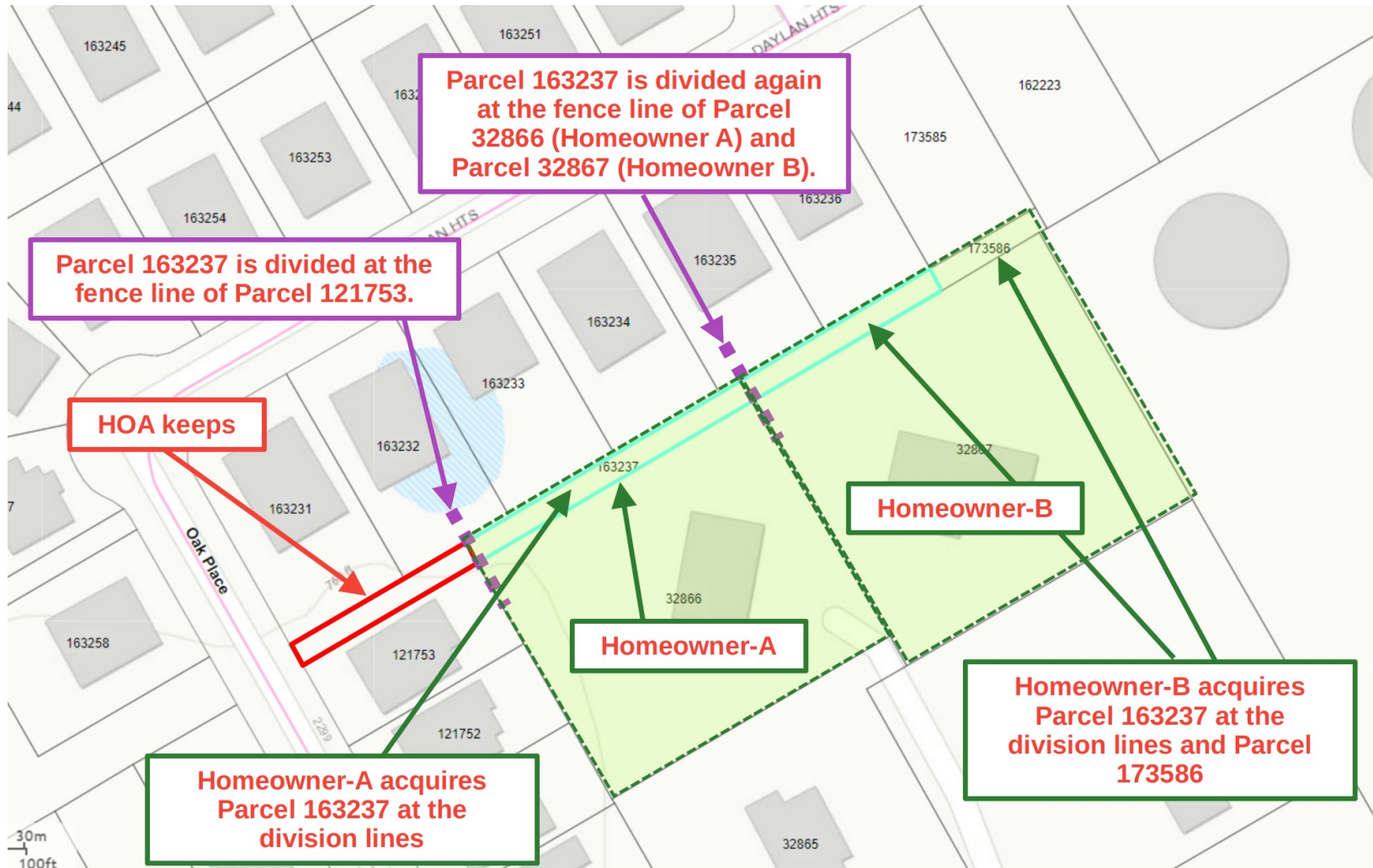


# Oak Place Easement With Trees

- **HOA not legally responsible for healthy trees.** All trees in this easement are healthy and by TX law, HOA is not legally liable for damage they cause. BUT, **the trees will fall at some point or cause damage in a number of ways.**
- Hernan asked city to take responsibility over easement(s) because of **double-taxation** issue. City has not responded and according to Mayor, is unlikely to accept responsibility.

- Hernan **asked non-HOA adjacent homeowners to take ownership of lot for \$1.**

They accepted BUT will not accept a Quit Deed. They want a full deed with a warranty clause, which can cost the HOA over \$10,000.



# Oak Place Easement With Trees

Vote (Board) on Options to Mitigate Oak Place Trees

1

- **Option 1) Do it ourselves using HOA residents for manpower (BEST OPTION)**
  - City can pick up tree branches up to 20 feet for \$40 per load.
  - We get chainsaws from city at no cost (Community Toolshed).
  - **Total cost estimated < \$1000.**

2

- **Option 2) Give land to nearby homeowners. (homeowners would need to seek legally remedy from new easement homeowners if 'unhealthy' trees cause damage) – unknown cost but speculated > \$10,000 if full legal transfer is done.**

3

- **Option 3) NOT A REAL SOLUTION: Trim trees at cost of \$30,000+ but this will not actually solve the problem.** Trimming only cuts branches to within the easement's airspace. They will grow back and the same problem will happen again.

4

- **Option 4) Cut down all trees with contractor** leaving an empty easement like all the others on HOA property. Only grass will remain.
- **UPDATE: as of 2024-07-09 : Alex Tree Service said they will cut ALL the trees down to the ground, leaving only stump & roots for \$12,000. This is feasible within our reserves (replenishment built-into new budget).**
- **Barron Landscaping: clearcut \$32,000.**

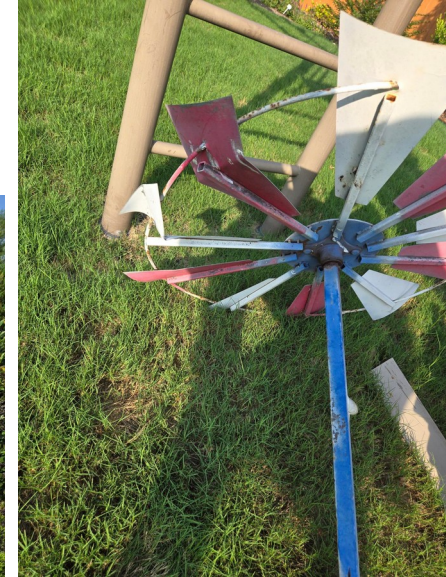
## Vote (Board) on Reimbursing Homeowner for Fallen Tree

- **Property A** was damaged by a fallen healthy tree after a windstorm.

### Vote

Reimburse homeowner for tree that caused this?

**YEA | NAY**



Save 5% + FREE SHIPPING →

SCOTT WINDMILLS



8' Windmill with Texas Flag Tail and Wood Stand

\$325.00

Shipping calculated at checkout.

Quantity

- 1 +

Add to Shipping Quote

The 8-foot tall complete windmill includes the 30-inch windmill head and wood stand.

- Includes both the windmill head and wood stand.
- Overall height: **8 feet**
- Fan diameter: **30 inches**
- Fan blades: **10** (includes red vinyl)



## Vote (Board) on Removal of 3 Unhealthy Trees on East Live Oak Road & Oak Run entrance

### Background

Arborist was contacted and he said these trees are dead and that if they cause damage to property, then the HOA would be responsible.

Note: we are only indemnified against healthy trees.

### Vote:

- 1) To spend money to remove 3 trees.
  - Contractor (Alex Tree Service) quoted **\$1,300**.
  - Barron Landscaping: remove 3 dead trees: **\$750**, including pull out stumps and fill in.
- 1) Leave them.



## Vote (Board) Trim All Trees on E Live Oak Rd.

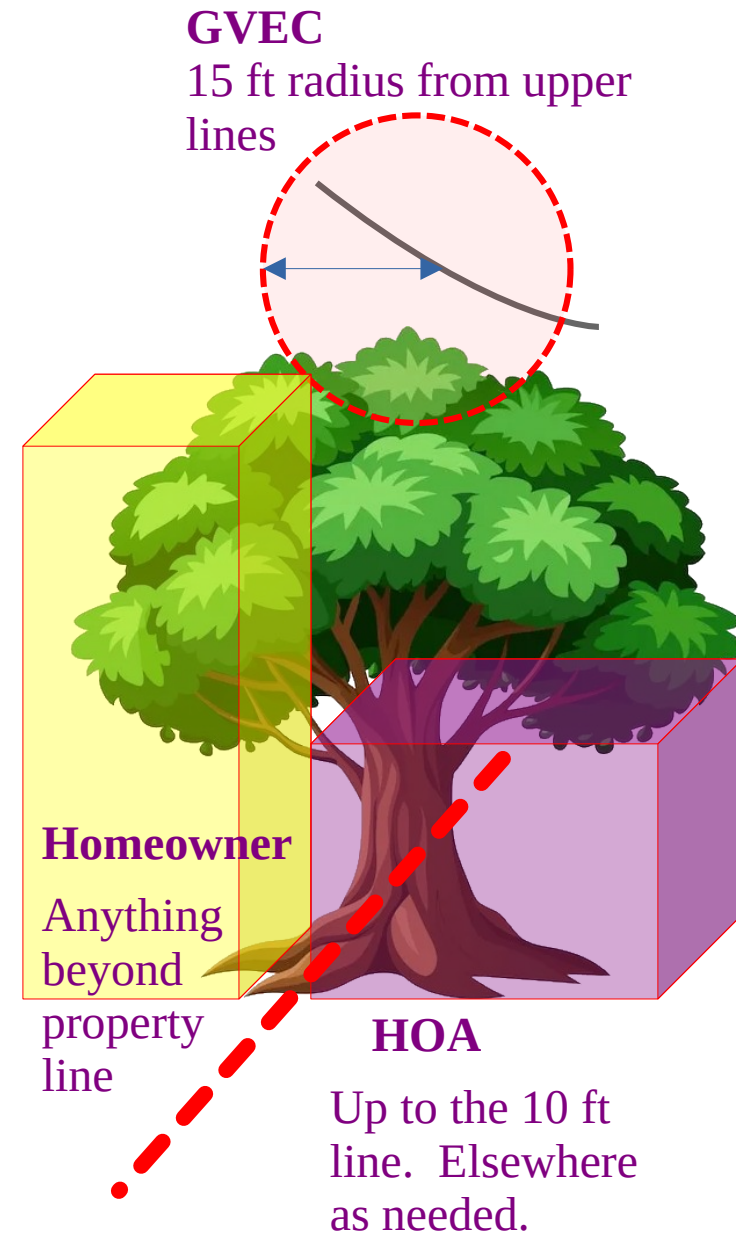
### Background

Trees along East Live Oak Road are growing into homeowner property and around power lines. It appears the trees have not been cut for a very long time beyond 10 ft line. (which happens when blindly trusting contractors).

**Nothing urgent but will be in a few years.**

### Research:

- Texas does not want us trimming trees near power lines. This is lines company responsibility.  
<https://mesaoakshoa.com/trees>
- Hernan contacted City of Schertz and **GVEC and they said they trim around 15 ft. of power lines.**
  - GVEC: Tonya – 800-223-4832 Service order #: 2009251
- Note: **Legally, homeowners are responsible for trimming tree branches that grow into their property.** HOA is not responsible for any healthy trees, which all trees are, except for the 3 trees mentioned.



## Vote: Trim all Trees on Live Oak Road

### 1) Do nothing

- Supported by TX law; homeowners notified to trim overhang branches themselves.
- GVEC can trim whatever they can.
- Our existing greenscaping contract already cuts underneath trees to the 10 ft. level.

### 2) Hire a contractor.

- Special Assessment might be required.
- Permission required to trim over homeowner property line.
- Barron Landscaping offering: **\$8250** - includes
  - Irrigation inspection (free)
  - Trim approx 30 trees to remove understory and canopy (remove dangerous limbs along fence line)
  - Remove 3 dead trees.

Case study. This was just a few days ago. This happens daily.



U.S. District Judge Edward Chen

NEWS

## Lawyers Vying for 23andMe Data Breach Leadership Fear Bankruptcy Imminent

U.S. District Judge Edward Chen heard arguments on Monday from more than a dozen lawyers vying for leadership of the 23andMe data breach litigation.

June 03, 2024 at 05:59 PM

🕒 5 minute read

Class Actions



**Amanda Bronstad** [↗](#)  
staff reporter

### What You Need to Know

- Monday's hearing, in San Francisco, comes after 23andMe's annual report disclosed \$216 million in cash.
- Lawyers said 23andMe consumers were likely to get a 'steep discount' in monetary relief, with injunctive relief possible, such as dark web monitoring.
- 23andMe attorney Ian Ballon said his client was looking for a global settlement that would encompass the multidistrict litigation, plus state court cases and thousands of arbitration demands.

SPECIAL REPORT

Litigation: Editor

**Attorneys for Full  
Claimants File Medical  
Class Action Against**



## Background

**Data breaches are our single biggest liability.** Even something as innocuous as leaking homeowner names and addresses can be used by **data brokers** on the dark web to commit **identity theft**, to **foreclose on homes** via paperwork hijacking, to aid in **illegal voting**, and **hundreds of other crimes and thefts**.

- Many of these effects **can never be repaired** (e.g. reputation, un-recovered costs).
- **Homeowners will bear the full cost data breaches** since HOA insurance will not cover this nor will the HOA ever have enough money.
- **Legal costs will easily eclipse any amount of money raised by homeowners to pay for damages and legal fees.**

## Why We Do Not Have Electronic Billing for HOA Dues

- 1) All online bill payment systems are a **huge legal threat vector for data / privacy breaches**.  
**If we don't collect this information, it is impossible to lose it.**
- 2) **Huge yearly/escalating costs associated with using 3<sup>rd</sup> party payment processor.**
  - We would need to be insured against it, but this requires astronomical 3<sup>rd</sup> party security company costs.
  - Using paper checks provides a **natural separation barrier** where **homeowners maintain privacy** and **liability is shared between USPS and banks** instead of the HOA.

## What Has Been Done So Far

- We use the “No trust” model. Limit liability by not having vulnerability in the first place.
- **HOA CONVENIENCE is NEVER AN EXCUSE TO GIVE UP HOMEOWNER’S SECURITY AND PRIVACY.**
- **A SINGLE HOMEOWNER DATA BREACH CAN END THE HOA VIA COSTLY LAWSUITS.**
- We can do everything by paper and pencil if needed.
- No third party contractors are given homeowner information.
- All homeowner data are stored only on our own server.

1. Meta (Facebook) : \$1.3 Billion

5. Meta (Facebook, Instagram): \$ 413 million

6. Instagram: \$403 million

8. T-Mobile: \$350 million

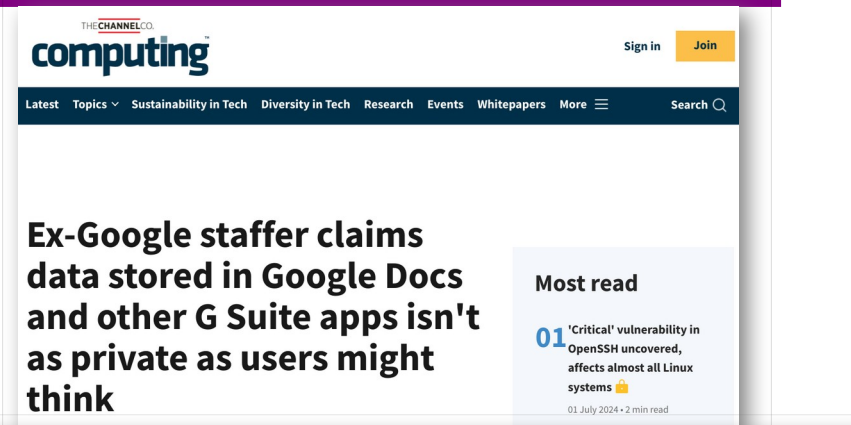
10. WhatsApp: \$255 million

In May 2020, Meta Platforms Inc. (Meta) filed a lawsuit against the Irish Data Protection Commission (DPC) for its decision to fine Meta for violating the Irish Data Protection Act 2018. The DPC had fined Meta for its failure to provide a clear and accessible mechanism for users to transfer or delete their data without a Facebook account. Meta appealed the decision, but the DPC's decision stands.

Concluding two European regional data protection appeals, the Irish Data Protection Commission (DPC) has ruled against Meta platforms and Instagram, which violated business

In September 2020, the Irish Data Protection Commission (DPC) fined T-Mobile for its failure to provide a clear and accessible mechanism for users to transfer or delete their data without a T-Mobile account. T-Mobile appealed the decision, but the DPC's decision stands. In July 2022, mobile communications giant T-Mobile announced the terms of a settlement for a consolidated class action lawsuit following a data breach that occurred in early 2021, impacting an estimated 77 million people. The incident centered on a T-Mobile customer who submitted a request to delete their data, but T-Mobile failed to do so.

Facebook-owned messaging service WhatsApp was fined €225 million (\$255 million) in



SOFTWARE & APPS

### Microsoft caught turning on automatic OneDrive folder backup in Windows 11

Microsoft has been caught quietly changing OneDrive to automatic backup without asking users for authorization in Windows 11's setup.



Jak Connor @JakConnorTT

Published Jun 29, 2024 8:05 AM CDT  
 Updated Jun 29, 2024 9:05 AM CDT  
 1 minute & 32 seconds read time

Microsoft has been pushing Windows users to conform to the operating system in the way they interact, or, as the setup states, in the way the company "recommends." To achieve this goal, Microsoft has made it increasingly more difficult for users to dodge its services, which the large majority depend on using the operating system with a Microsoft Account.

- All our official emails are done using mesaoakshoa.com official addresses.
- HOA stores no banking information.
- No third parties must ever be given homeowner Names, Addresses, Phone Numbers, email addresses, financial information, medical information, enforcement actions, geo-location or biometric information, or other PII.
- Systems that violate the above, and can NEVER be used include: **Google Docs, Social Media (Facebook, X, Instagram, NextDoor, etc), Dropbox, Microsoft OneDrive, iCloud** -- these are NOT private.

**Strauss Borrelli PLLC** 872.263.1100

FIRM OUR TEAM BLOG PRACTICES CONTACT US

**What can you do if you were impacted by a data breach?**

If you were impacted by a data breach, you may consider taking the following steps to protect your personal information.

1. Carefully review the breach notice and retain a copy;
2. Enroll in any free credit monitoring services provided by the company;
3. Change passwords and security questions for online accounts;

**Intuit Data Breach Investigation**

Strauss Borrelli PLLC, a leading data breach law firm, is investigating Inc. regarding its recent data breach. The Intuit data breach involves personal identifiable information belonging to an undetermined number of individuals.

**ABOUT INTUIT INC.:**

Intuit is a financial software development company based in California. Since 1983, Intuit's global technology platform helps customers and companies overcome their most important financial challenges.

## Tax filing websites have been sending users' financial information to Facebook

The Markup found services including TaxAct, TaxSlayer, and H&R Block sending sensitive data.

By Simon Fondrie-Teltier, Angie Waller, and Colin Lecher  
Nov 22, 2022, 7:00 AM CST

**BBC** Watch Live

Home News Sport Business Innovation Culture Travel Earth Video Live

**Gmail messages 'read by human third parties'**

3 July 2018

Share

0:43

WATCH: How to hide your Gmails from prying eyes

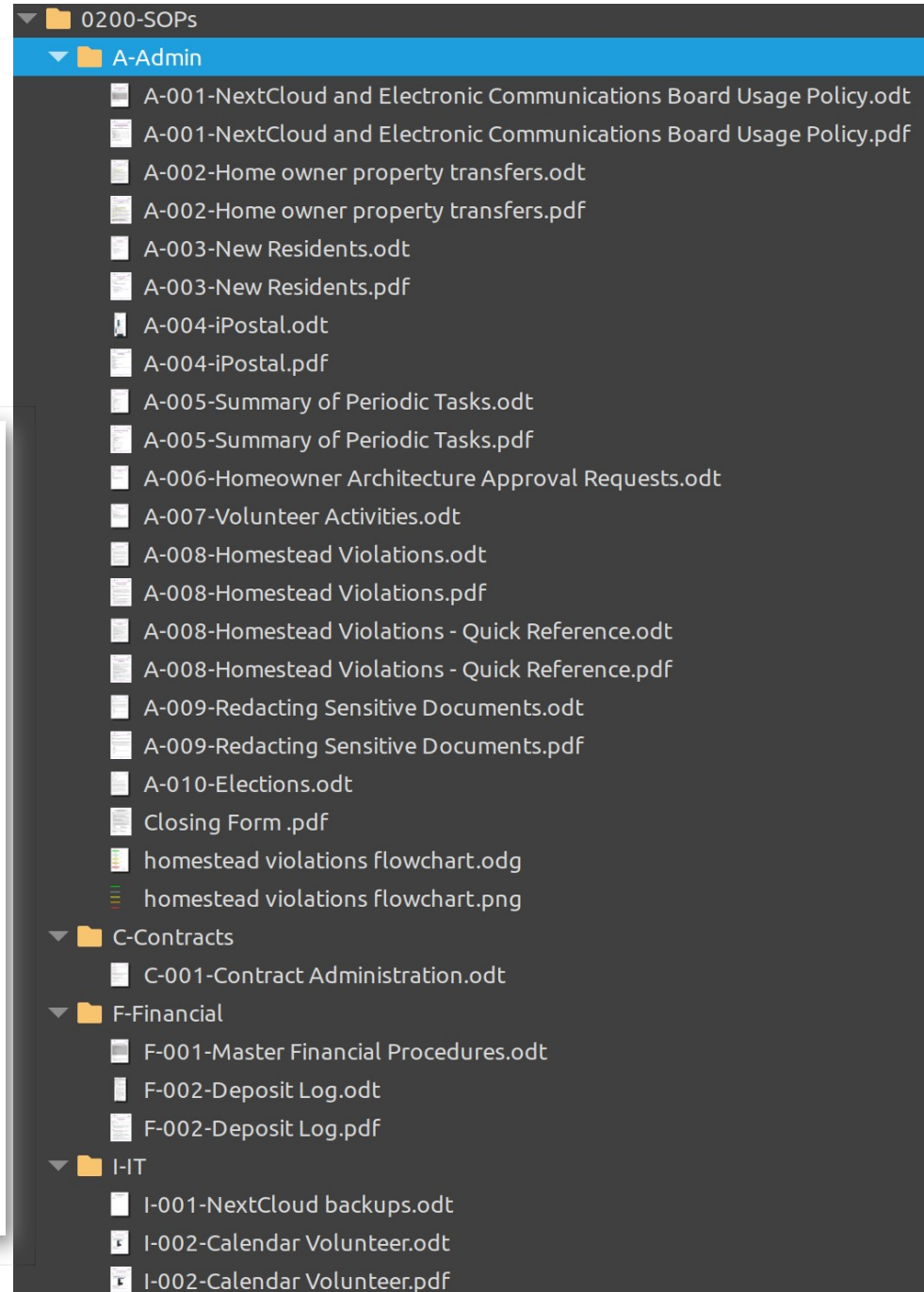
**Google has confirmed that private emails sent and received by Gmail users can sometimes be read by third-party app developers, not just machines.**

People who have connected third-party apps to their accounts may have unwittingly

- **We run software that is open-source**, which means the code is 100% publicly available (audited for malicious threats).
- **No “Telemetry”**
- **No Cloud.**
- **No “Co-pilot”**
- **No “AI”**
- **100% free**
- **No vendor lock-in (Microsoft)**
- **Not proprietary – “future proof”**
- Anything that involves using “someone else’s computer” (**cloud services**) are **unacceptable** and incompatible with **safety, security, and privacy.**
- We do not sell any homeowner information or give it out.



- A large number of SOPs have been written.
- The HOA must not **outsource our responsibility of business operations to a management company.**



## A-002-Home owner property transfers

POC: Hernan Orellana  
 hernan@mesaoakshoa.com

Purpose: This process applies to whenever a home is being sold and purchased by another private individual. This does not apply to a corporation buying a property.

### Legal Requirements

- Texas Property Code 207.
- Source: <https://statutes.capitol.texas.gov/SOTWDocs/PR/htm/PR.207.htm>

PROPERTY CODE  
 TITLE 11. RESTRICTIVE COVENANTS  
 CHAPTER 207. DISCLOSURE OF INFORMATION BY PROPERTY OWNERS' ASSOCIATIONS  
 Sec. 207.001. DEFINITIONS. In this chapter:  
 (1) "Restrictions" has the meaning assigned by Section 201.003.  
 (2) "Dedicatory instrument," "property owners' association," and "restrictive covenant" have the meanings assigned by Section 209.002.  
 (2-a) "Management company" has the meaning assigned by Section 209.002.  
 (3) "Owner" means a person who owns record title to property in a subdivision or the personal representative of an individual who owns record title to property in a subdivision.

## Several Issues

- Attempted to manipulate Board into adopting new anti-homeowner policies that:
  - **Forced a homeowner to pay for HOA's (management company) legal costs.**
  - **Limited the use of security cameras on your personal property.**
  - **Limited the display of religious items** (against the freedoms of Texas law) on your private property.
  - **Allowed Board members to kick you out of meetings.**
- **“Forgot” to pay bills:**
  - **Insurance.** We lost insurance for a while.
  - **Storage.** They trashed all our X-mas decorations.
- Terrible service.
  - Very poor response rate to homeowners and Board. Virtually no follow-up.
  - Frequently didn't convey messages from homeowners to Board (e.g. an ACC request that was almost 1.5 yrs old).

# Former Management Company

---

- **Mis-represented, outright lied** about why they wouldn't do competitive bidding.
  - Licensed/bonded not required by law. (other contract vehicles can be used)
- **Insubordination.**
  - **Refused to do tasks given by Board** (competitive bidding, research on who authorized certain legal expenses, would not enforce rules on a corporation, etc.)
  - **Spent money on legal matters without asking the Board** (e.g. aforementioned policies they bullied the Board into passing).
  - **Spent money on enforcement – collected next to nothing.**
- **General incompetence.**
  - **Didn't know what land we owned** (took 5 attempts and it was still wrong), didn't maintain accurate lists, didn't allow us to inspect records).
  - **Completely mis-represented the law** (e.g. display of religious freedom law). Used deceptive language such as “**to be in compliance with the law we must pass x, y, z.**”.

## Problems With ANY Management Company

- **Indemnity clauses** in contract.
  - You cannot legally hold them liable for any mistake they make.
- **Escalating yearly costs.**
  - Fees are significant (base cost = \$9,000, with fees \$15,000).
  - **Ecosystem of predatory middle-men.** They only subcontract with “preferred” vendors. (\$20,000 vs. \$14,000 for greenscaping)
- **No continuity** between “community managers”.
- We have **no control over private homeowner information.**
  - If they sell or lose our data, we have **little or no legal recourse.**

## Management Companies Are Inferior to Homeowner Operated

- There is not anything they can do that we can't easily do ourselves.
- One person can do 80% of the task.
- If we had a handful of volunteers, every HOA function could be done with a response time of hours.





## Vote (Board) - FIN-015-FSR claims we owe them money - need board decision

- After not renewing their contract, they came back much later saying we still owe them money.
- We agreed to let them withhold some money until after the end of the contract to pay for any unaccounted for expenses. **They returned the money.**

**Yea | Nay**

Hello,

The enclosed invoice for \$154.92 was not satisfied prior to Mesa Oaks leaving First Service Residential management. Can you please acknowledge receipt of this email and let us know when we should expect payment.

Your help with resolution is greatly appreciated. Thank you.

JUDITH MILLER

COLLECTIONS SPECIALIST

AR CORPORATE ACCOUNTING

15241 Laguna Canyon Road | Irvine, CA 92618

## Vote (Homeowners):

All HOA Board positions are unpaid, non-tax deductible.

## Vote – President

- 2022-07-31 → **2024-07-31**
- 2 year term

## Next upcoming vacancies

- Blair Berkland – Director at Large  
2023-04-27 → **2025-04-27**
- Aminata Lewis – Secretary, Treasurer  
2023-04-27 → **2025-04-27**

## Board Member Volunteer Form

- Board member positions are unpaid volunteer positions and are not tax deductible.
- This form is available on our website: <https://mesaoakshoa.com/yearly>  
\* Asterisked items will be publicly shared.

\*Your name: \_\_\_\_\_

Your address: \_\_\_\_\_

\*Will you be willing to contribute at least 25 hrs a month to the HOA? \_\_\_\_ Yes \_\_\_\_ No

\*Will you largely be “on call” to respond to urgent homeowner requests within 24 hrs? \_\_\_\_ Yes \_\_\_\_ No

\*Will you openly talk to a homeowner to discuss any HOA concerns by phone call, face-to-face conversation, or email beyond formal HOA meetings? \_\_\_\_ Yes \_\_\_\_ No

\*Your message to homeowners:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Form Submission Instructions

Either:

- 1) Scan and email the form to [info@mesaoakshoa.com](mailto:info@mesaoakshoa.com).
- 2) Mail the form to Mesa Oaks HOA, 1248 FM 78, Suite 102 PMB 4103, Schertz, TX 78154-2466.

Submissions by received by 23:59 CST, 16 July 2024. This form may be accomplished on the website, may be emailed, or mailed. The HOA is not responsible for submissions received after the cutoff date. Please make the appropriate arrangements to ensure your submission is received on time.

Submissions will be visible to homeowners at <https://mesaoakshoa.com/elections>