



The Oaks at Olde Wake Owners Association, Inc
Tiffany Bay Court (Workgroup)
Special Owners' Meeting
MINUTES - DRAFT

DATE/TIME

Wednesday, 2/25/26 6:30 – 8:00 PM

LOCATION

Hybrid – Remote via Zoom

In-person at 1701-104 and 1710-104

ATTENDEES

Owner-Occupants

Sandi Legget

Vicki Zimmerman

Rene Dickens

Ingrid Amara

Michael Drake

Marlena Crow/Crow House Inc

Brenda Purington

Cristalle Dickerson

Mylo Liggins

Peggy Bryant

Anne Feiner

John & Joan Moore

Cindy Roberts

Frank Lewec

Ned Piric (proxy)

Julie Morrow

Laura Morrison

Winnie (Last Name)

Andrew Smith

Susan LaDuke

Owner Non-Occupants

Don Foy

Joan Massey

Jane & Wyatt Currin

Phil & Jean Farrell

Rental Residents

Talvia Brodie

RESOLUTIONS

One resolution was passed. By unanimous consent of (24) Unit Owners present, the board is directed to hold the annual board election by March 31, 2026.

There was discussion about how the prior process may be amended to foster more inclusion and create separation between the necessary business of the organization and community relationships.

One set of process recommendations included:

1. Setting a near-term date by which interested candidates self-nominate and provide any information they would like considered by voters, eg, by 3/8/26. (*Note: a board member does **NOT** have to be an owner.)

a. Notice of nomination and election would be provided electronically to each owner of record and by physical flyer to each unit.

2. Candidate information will be published online and posted in each building for review during the time up to the election.
 - a. A “candidate forum” will be scheduled for owners to ask questions and for candidates to introduce themselves directly, eg on 3/18/26.

3. Voters may submit either paper ballot to a designated secure box on property, or by secure online ballot by a certain date, eg by 3/29/26. Each voter may vote for up to 5 candidates; the 5 candidates who receive the most votes will assume a board role effective 4/1/26.
 - a. One suggestion added an in-person option on or by 3/31/26, with a possibility for nominations from the floor and in-person voting. The concern was that new forms of voting may create confusion.
 - i. It was countered that this creates a disparity among candidates, as others will have had an opportunity to communicate their position and qualifications to all voters, rather than just voters present. Also, the new forms of voting are intentional to address past concerns over the voting being affected by interpersonal relationships in the community.
 - Paper ballots could still be used in-person for some privacy.

4. Ballots will be tallied by a neutral 3rd party.
 - a. One suggestion identified the property manager for this role.
 - i. It was challenged that the property manager is not functioning as a neutral third party, given prior statements.
 - ii. Cristalle Dickerson volunteered identifying a 3rd party, if needed.

SUMMARY OF DISCUSSION

No board members disclosed their attendance; previous correspondence from the COA President stated that the meeting was not “sanctioned” by the board or property manager. (*Please see “AUTHORITY,” below.) Marlena Crow introduced the meeting with a summary from the owner workgroup which emerged out of the 2025 annual meeting.

1. Workgroup origin story – emerged from the energy and concerns of the 2025 annual meeting.
 - a. Established to review opportunities to “fill the gaps” or offer new processes to save money or improve operations/quality of life.
 - i. Requested financial and operational documentation from the board.

2. Conducted a light survey of buildings, property and random residents.
 - a. Observation – interiors of all buildings are showing wear and effects of deferred maintenance or cleaning.
 - b. Observation – exteriors of buildings have several unaddressed maintenance issues, especially around water management. For example, blocked gutters, missing downspouts, damaged or compromised drain lines.
 - c. Observation – property appeal has declined with missed landscaping opportunities, lack of cohesive standards, deferred maintenance.

- d. Feedback – residents report feeling of “no community,” disconnect, lack of social engagement
- e. Feedback – concern over rising costs with no evident return on investment (ROI).
- f. Feedback – recent attempted break-in, car vandalism, package theft raises concerns over security options.

3. Identified opportunities and proposed experiments.

- a. Met with Councilman Silver’s staff about drainage issues and impact of homeless shelter on 2nd. This is pending a referral and will be updated as we go.
- b. Partnering with others, including surrounding businesses for resource sharing (landscaping, plowing), local businesses for group discounts, possible insurance discounts, and collaborating with other COAs (condo associations) for peer learning/sharing.
- c. Identify a “building captain” to become the resident expert for each building’s needs and character, which may vary by building.
- d. Create opportunities for residents to engage in collaborative workgroups to manage some aspects of the property, such as cosmetic repairs within the buildings, landscaping, etc.
 - i. Create a web-based tool for identifying needs and scheduling.
- e. Create a robust social calendar for intentional fun and engagement.
- f. Create an online tool (website) for community building and support, including a directory, resources like bylaws, maintenance reporting, classifieds, etc.
- g. Schedule at least quarterly community meetings for more transparency, feedback and fine tuning.

4. Identified several areas of risk and liability.

- a. Legal risk – grounds management. Choice not to plow/shovel resulted in injury and subjected all owners to liability claim. Intentional negligence is not covered by insurance.
- b. Legal risk – commons management. Discussion around elevator service and management should have been evaluated by counsel before any public statements or position. There are several potential legal constraints at issue, as the question involves the intersection of multiple areas of law (contract, fiduciary, ADA, FHA, building codes). Marlana has reached out for additional legal expertise on the specifics and will update as information is available.
- c. Financial risk – accounting errors. Since the transition from Sentry, residents have reported ongoing account errors, including misapplied payments and multiple bank deductions within a payment period. This raises questions about the integrity of our accounting procedures and records. It is also a concern over governance, as the property manager has been slow to respond or non-responsive, and the board appears to have abdicated oversight. (*It should be noted that using a management company is to *delegate clerical tasks*, not replace the board.)
- d. Legal risk – governance and compliance. The organization is not compliant with bylaws and state statute in several areas.

- i. Failure to provide documentation to members, as requested and required. Information which has been requested in writing on multiple occasions since 1/8/26 has not been provided and the requests have been effectively ignored by the board.
- ii. Failure to comply with bylaw requirement for annual audit. It is unclear when the last audit was conducted.
- iii. Failure to maintain corporate filings as required by the state. Since Sentry resigned as the registered agent in 12/23, no replacement filings have been made.
- iv. Failure to hold annual board elections, as required by the COA bylaws.
- v. Failure to hold periodic board meetings with the express purpose of member participation and feedback, as required by state law.

After presenting the summary, Sandi Leggett first addressed the question of board elections. This was tabled until later in the meeting, to allow for other discussion first.

There was brief discussion about the authority for the owners' special meeting. The bylaws and threshold of support were cited. This is laid out more fully under "AUTHORITY." It was affirmed in response to several process questions that ALL units were physically noticed and ALL unit owners were electronically noticed.

Talvia Brodie asked about web resources from the management company. Sentry did provide some content management capability, but it is not offered by Carolina. It was noted that having a platform which the association owns regardless of contractors may make better sense and allows flexibility for features prioritized by members.

- a. Some features discussed included a task calendar/sign-up, social event calendar/sign-up, live general ledger, bylaws and organizational documents, member directory, pet directory.

A brief discussion centered on security, with both Anne Feiner and Vicki Zimmerman speaking to vehicle vandalisms. However, the consensus seemed to be that these random events did not reflect security deficits. Others expressed concern over lighting in the back and sides of buildings.

At about 7:15 PM, the discussion focused on the earlier proposal for a board election, to come into compliance with the bylaws. This discussion and outcome are summarized under "RESOLUTIONS."

AUTHORITY

1. This meeting was an Owners' Special Meeting, called under Article II, Section 4 of the association bylaws, with 14 signatures (29%) of owners in support.

Article II, Section 4. Special Meetings. Special meetings of the Unit Owners may be called at any time by a majority of the members of the Board of Directors, *or upon the written request of Unit Owners having at least 20% of the votes in the Association.* [emphasis added]

2. At least 24 owners were present. The threshold for a quorum, 1/4 of possible votes, is 12. A quorum was met.

Article II, Section 7. Quorum. A quorum shall be deemed present throughout any meeting of the Unit Owners until adjourned if the Unit Owners, in person or by proxy, entitled to cast more than one-quarter of the votes are present at the beginning of such meeting.

3. An owner-initiated vote was proposed and passed. Owners have the authority to initiate and vote on a resolution separate from the board process, at a special meeting with a quorum (applies here) or without a meeting, if certain thresholds are met.

Article II, Section 8. Voting Rights. There shall be one with respect of each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and thereafter referred to as a "Voting Member." Such Voting Member may be the Unit Owner or some other person designated by such Unit Owner to act as proxy on his or their behalf and who need not be a Unit Owner...

Article II, Section 14. Action of Unit Owners Without a Meeting. *Any action which may be taken at a meeting of the Unit Owners* may be taken without a meeting ... shall have the same effect as a unanimous vote of the Unit Owners at a special meeting called for the purpose of considering the action authorized... [emphasis added]

4. A vote was passed to direct the board to hold a board election, deferred from the 2025 annual election.

Article IV, Section 2. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any two (2) directors or of the Owners of 5% of the Units.

Article II, Section 2. Annual Meeting. The annual meeting of the Unit Owners *for the election of directors* and for the transaction of such other business as may properly come before the meeting... [emphasis added]

Article III, Section 3. Election of Directors. Except as provided in Section 2 of this Article, the Directors *shall be elected at the annual meeting* of Unit Owners and the persons who shall receive the highest number of votes shall be the elected Directors. [emphasis added]

Article III, Section 5. Vacancies. A vacancy in the Board of Directors created by reason of the removal of a Director *may be filled for the unexpired term, and until the Unit Owners shall have elected a successor*, by affirmation vote of a majority of the Directors remaining in office. [emphasis added]

5. Liability. Each property owner may be held liable for compliance failure. If the board is determined to qualify for indemnity, the liability transfers the membership as a whole. But indemnity does not apply to all cases, per our bylaws and state statute.

Article II, Section 18. Rights of Action. The Association, and any aggrieved Unit Owner, shall have the right of action against Unit Owners who fail to comply with the provisions of the project Declaration, By-Laws, Articles of Incorporation and other rules properly enacted by the Association. Unit estate owners shall also be granted similar rights of action against the Association.

Article IV, Section 10. Liability. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith....

This is a DRAFT. Any notes or corrections should be sent to CrowHouseOrg@gmail.com for inclusion and revision.