

**Lake Jeanette Association, Inc.**  
**Board of Directors Meeting**  
**April 9, 2018**

**MINUTES**

**Present:** Dixon Johnston, President  
Kerrigan Smith, Vice President  
Richard Conner, Secretary/Treasurer  
Betty Smith, Member at Large  
Melanie Tuttle, Member at Large  
Deborah Roskelly, Property & Operations Manager

**Call to Order:** 6:03 pm

**Quorum:** Established all Board members present.

Dixon opened the meeting by commending RMA on its collection of revenue specific to space rentals and qualifying memberships at the Lake Jeanette Marina. Since January 2018, RMA has collected \$40,491.00 which is \$11,778 more than was collected for the same period last year. RMA has given LJA \$1,800 in Transfer Fees during period January through March. The fees RMA has collected during the first 3 months of the “off season” at the Marina almost completely offsets the marina contractor’s annual fee.

**Item #1:** Dixon Johnston gave a three day notice for a special meeting of the Board of Directors for Thursday, April 12, 2018 at 6:30 pm in the HOA office at the Lake Jeanette Swim and Tennis Club. Directors checked their calendars and all could attend either in person or by conference.

**Item #2:** Consider Draft Minutes of the March 6, 2018 Board meeting for approval – attached.

**Motion:** Kerrigan Smith made a motion to approve the minutes as written.

**Second:** Betty Smith

**Vote:** March 6<sup>th</sup> minutes approved by unanimous vote.

**Item #3:** Consider Board Resolution written by Steve Black, the Association’s attorney, re Meeting Notices for approval. The attached Resolution was submitted for electronic mail vote with 4 votes approving and 1 approval subject to changes by Melanie Tuttle. Since the email vote was not unanimous, the Resolution is submitted at this meeting for consideration and approval.

**Motion:** Betty Smith made a motion to approve the Resolution as written.

**Second:** Kerrigan Smith

**Vote:** Resolution approved by majority vote with Melanie Tuttle dissenting.

**Item #4:** Scope of Services Re Property and Operations Management Contract for use with RFP - attached

**Motion:** Kerrigan Smith made a motion to approve the Scope of Work as written by Deborah Roskelly so a Request for Proposal can be submitted to contractors for bid.

**Second:** By Betty Smith

Discussion: Ms. Tuttle shared that the description of what Deborah Roskelly has been doing for the Association is excellent; however, it is her opinion that the Request for Proposal should be written in a manner which asks other contractors “how they would like to do it.” Betty Smith indicated that the community is designed to have an on-site Property Manager. The Master Association brings unity to all the separate villages of Lake Jeanette and the On-site Manager plays a key and valuable role in this regard. Betty also elaborated on the many zoning requirements that protect the Lake indicating that it would not be in the best interest of the Association or community to allow a contractor to “tell us how they want to manage.” Most of the management practices are required under the Lease, governing

documents or other regulatory restrictions. Richard Conner talked about the value in having detail in the Scope of Work so any prospective contractor will know exactly what is expected and a basis for a comparative bid can be obtained. Richard further elaborated that this does not preclude any bidder making recommendations and giving a second option for a bid.

Deborah shared with Ms. Tuttle that a number of different approaches to managing the assets of LJA have been tried and tested over the past twelve years including management of the Marina where the contractor hired adults to perform the obligations of their contract (staffing, accounts receivables, monitoring the buffer zones and managing the marina operation). Over the two years that this method of management was implemented, there was a loss in revenue from marina operations in excess of \$50,000.00 and 60 plus buffer zone violations were not recognized or remedied placing the Association's Lease and all members continued use of Lake Jeanette at risk. RMA, without charging the Association, collected the delinquent revenue and managed the 60 plus buffer violations to meet compliance and protect the Association's Lease with ITG.

The current collaborative contractual set up has proven to be the best management strategy for reducing risks, monitoring and maintaining all the assets (owned and leased), bringing in revenue, and protecting the Association's Lease Agreement with now Lenoir Warehouse Group. For example, there are three separate contracts that work together collaboratively in order to protect the Association's owned and leased assets and keep costs down thus keeping HOA dues as low as possible. These collaborative contracts include the Marina staffing contract, the bookkeeping/accounting contract with a licensed CPA firm, and the Property & Operations Management contract with RMA who has extensive background and work experience in Property and Risk Management. If any one of these three contractors leave, the infrastructure and revenue producing abilities of the Association do not completely collapse.

Ms. Tuttle commented that the marina staff are monitoring the lake and buffer. Dixon pointed out that the majority of the marina staff are teenagers who are hired in the summer similar to lifeguards at the pools. They are trained to look for violations and immediately contact Deborah to respond as well as performing their other duties specific to servicing members at the Marina. Deborah manages all violations (furniture and cutting). Deborah added that she is on the lake approximately every other week to retain her visual memory of the buffer and check behind the Marina staff to determine if any violations have been overlooked. Deborah walks all the trails of Lake Jeanette routinely and works hand in hand with the homeowners of Lake Jeanette to protect the Association's largest asset and property values.

Melanie asked who the companies are that will be given the RFP for bid and Dixon replied the names he has received thus far include Priestly Management, Slatter Management, and Lambeth Management.

Deborah also pointed out that after the recent increase from \$54,000 to \$78,500 given to her company by the Board, she offset this increase by picking up two annual contracts previously paid by the HOA for the year 2018 totaling \$8,400. It was also pointed out that RMA was happy with its January 1, 2018 renewal contract fee until that fee was challenged by a board member as excessive and Deborah learned that her company's fee was significantly under the market value.

**Vote:** Scope of Work for the Property & Operations Management Contract RFP was approved by majority vote with Melanie Tuttle dissenting.

**Item #5: Establish Agenda for April 30<sup>th</sup> Board meeting open to membership and each Board member's role in this regard.** A number of members presented questions to the Board via email for this upcoming meeting. RMA prepared a list of those questions and provided responses for the Board's consideration.

The Board developed the following parameters for running the meeting and also agreed on the below Agenda.

- Meeting will be held to 90 minutes with members allocated 3 minutes each who wish to speak,

- Members will be advised that they have an opportunity to present one issue/concern so as many members are allowed to address the Board as possible and provide a level of fairness,
- Members should give their name and village name when speaking, and
- If there is time available at the end of the meeting, then members who have a second question may be heard

### **Agenda**

1. Board President will Open the Meeting at 6:00 pm
2. Introduction of Board Members
3. Open the Floor to members to express their issues or concerns
4. Adjourn at 7:30 pm

### **Additional Items of Discussion not on the Agenda:**

1. Ms. Tuttle asked about the Waters Rights Agreement between Lenoir Warehouse Group and International Textile Group in relation to the Lease Agreement that "Cone Mills" held with LJA. She further elaborated her concerns that LJA's Lease Agreement indicates that the Association will be responsible for the dam and spillway if Cone no longer wants water.

Dixon reminded Ms. Tuttle that the Lease Agreement from its inception in 1994 has always contained language that presents the possibility of the Association one day being responsible for the spillway and dam. The Water Rights Agreement between LWG and ITG (July 2017) provides that Cone can use the water for three years. Lenoir Warehouse Group "assumed" the lease from Cone/ITG in July 2017 and all conversations with the new owners of Lake Jeanette indicate that they have full intentions of maintaining the water quality of Lake Jeanette and using the water. The spillway, dam, and pumping station are owned by Lenoir Warehouse Group and they are obligated to maintain and repair them in good working condition as is required by regulatory standards.

In addition, last year when the Lake was being sold, the Board and RMA performed due diligence to determine the overall maintenance costs and liability insurance costs if it were made responsible for the currently owned LWG assets and reported the same at the called meeting of the membership. Annual maintenance costs for clearing trees and vegetation along the top of the dam including routine mowing, inspecting the dam for groundhogs and trapping, and adding liability coverage at 2 million (\$3,102 per million) totals approximately \$20,000.00 annually. The spillway is inspected through regulatory agencies and LWG is required to make repairs as outlined in these annual inspections.

Deborah Roskelly shared that this is her last board meeting of twelve years and thanked the Board for their years of service and their many volunteer hours spent so graciously and passionately for their community. Deborah also shared that it has been a great honor and pleasure to work with them as partners on behalf of the Lake Jeanette community along with the many other board members who have served in this regard.

There being no further business, the meeting was adjourned at 7:09 pm

Respectfully submitted by Richard Conner, Secretary/Treasurer

4/12/18

Reviewed and approved by the Board of Directors for posting

## Lake Jeanette Association, Inc.

### Request for Proposal: Property and Operations Management Contract

The Board of the 1,165 member Lake Jeanette Association HOA is requesting Proposals for the Property Management and Operations of the community. Please submit your proposal to:

Dixon Johnston, Lake Jeanette Association, Inc. Board President

By email to: [Dixon.johnston@gmail.com](mailto:Dixon.johnston@gmail.com)

Proposals must include:

1. Requested compensation
2. Personnel proposed for the positions detailed below (attach CV's)
3. Your experience with similar projects
4. Three references (with full contact info and relationship)

In summary we are seeking a Property Management firm or individual to act as the Agent of the Board performing the following tasks (details follow in the Scope of Work):

1. Manage and supervise the maintenance and constant improvement of common assets
2. In concert with an outside accounting firm/CPA supervise and manage all accounting functions:
  - Billing and collections
  - AR, AP functions plus Budgeting and Forecasting of a ~\$600K budget
3. Manage the Marina...rentals and customer service (see schedule on page 9, requires one to two people depending on month and peak time)
4. Protect the 50 ft. buffer zone around the Lake (required to be maintained in undisturbed state for water quality...lake view owners often attempt to violate the rules for improved visibility)
5. Assist Board with meetings of Board and Members
6. Maintain and Staff an on-site office to service members
7. Maintain all records...financial, members (track sales and new members) insure foreclosure related collections are done by the attorney
8. Manage and direct Insurance coverage

**The following Scope of Work is written in compliment and compliance with:**

#### **The Declaration of Covenants, Conditions, and Restrictions:**

Article IV, Covenant for Maintenance and Assessments, Section 2. Purpose of Assessments of Lake Jeanette Association, Inc.: (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, leasing, improvement and maintenance of properties, services and facilities devoted to this purpose or for the maintenance, use and enjoyment of the Common Areas or related to the maintenance, use and enjoyment of those improvements and areas outside of the Common Areas but which benefit the Properties including but not limited to any decorative stonework on the headwalls over the culverts under roadways in the Properties (however, the Association shall not be responsible for structural repairs to such culverts or headwalls), including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance, the making of lease payments, the payment of charges for garbage collection service for the Common Area, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

## **Bylaws of Lake Jeanette Association, Inc.:**

Article VIII, Powers and Duties of the Board of Directors, (e): contract for the management of the Properties and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of the Association: provided, however, that any such management agreement shall not exceed a period of one (1) year from its effective date (but may be renewed by agreement of the parties for successive one-year period), and shall be terminable for cause upon thirty (30) days written notice thereof.

## **Lease Agreement with Lenoir Warehouse Group LLC:**

The Lake Tract is leased to the Association, subject to restrictions set forth in the Lease, so that the Association's members may make non-exclusive use of the Lake Tract and the Lake for recreation and conservation purposes in exchange for the Association assuming certain responsibilities for the maintenance, upkeep and supervision of the activities on the Lake and the Lake Tract as outlined in the Lease Agreement and defined in the Rules for Use of Lake Jeanette. These include:

- Permitting no illegal, immoral, improper or unpermitted use of the Lake Tract,
- Maintaining the Master common area and assets located on the lake tract including docks, ramps, piers, gazebos, roads, boardwalks, walking trails and other structures,
- Providing security to and protect the Lake Tract against all trespassers, intruders and other persons not entitled to be present thereon,
- Enforcing all applicable federal, state and local laws, ordinances, rules and regulations relating to the permitted uses,
- Cooperating with and assisting LWG in enforcing applicable zoning, water quality, environmental laws, ordinances and rules and regulations,
- Enforcing the Association Rules and Regulations and insure enforcement of any assignee's rules and regulations.
- Procuring, keeping in force and paying for comprehensive public liability insurance indemnifying LWG, etc. at designated limits
- Procuring, keeping in force and paying for insurance on any improvements owned by the Association and located on the Lake Tract at amounts reasonably determined by the Association

The failure of the Association to perform fully and promptly any act required of it in the performance of the Lease or to comply otherwise with any term or provision thereof constitutes a breach of the Lease on the part of the Association.

## **Detailed Scope of Work**

### **THE ASSOCIATION'S ASSETS:**

Lake Jeanette Association, Inc. (The Master HOA) is comprised of 1,165 member lots in 16 Villages, 931 non lake view lots and 234 lake view lots. The annual operating budget totals approximately \$600,000. The Association has assets of approximately 2 million dollars including a Marina, entrances and landscaping throughout the Master common area property.

We are seeking a Property & Operations Manager to be the contractual **Agent** for the Association and responsible for constantly assessing and managing the following assets of the Association regarding general maintenance, repairs and replacement, risks of liability, safety, and recreational use:

1. 19 acres of common area turf that require mowing, turf fertilization programs, aeration and seeding
2. 5 acres of plant beds requiring 2 rotations of annuals, pre-emergent, fertilization, weeding, dead heading,

3. 4 miles of natural common area trails that require mulching, clearing of limbs and debris and trash container collection.
4. 18 Village entranceways and monuments
5. 11 T-Docks around the perimeter of Lake Jeanette including ring buoys for safety
6. 11 Gazebos around the perimeter of Lake Jeanette including trash containers and signage
7. 2 Pedestrian Walking bridges that cross the Lake at Bass Chapel Rd. and N. Elm St.
8. 5 floating T-docks with main dock extension and seating including ballast flotation, electrical outlets, regulated storage cabinets for storage of gasoline
9. Marina Office building – single room with carpet – shingled roof – male and female bathrooms tiled– pull down attic space – wrap around decking – plumbing pump septic lift station
10. Marina gazebo with attached deck with seating, dock, and gas grill
11. Marina boat ramp including water lift station
12. Picnic Shelter including table seating, gas grill, and water lift station
13. Fleet of boats including
  - a. 20 foot Bennington Pontoon Boat and Motor
  - b. Caribbean Skiff Patrol Boat and Motor
  - c. 3 Jon Boats
  - d. 2 Tandem canoes
  - e. 2 Solo Kayaks
  - f. 4 Paddle boards
14. 11 irrigation systems that include 83 zones with 614 heads/rotors spread throughout common area property plus 8 additional battery pack systems for supplemental irrigation. Placing each system on seasonable disconnect/reconnect with the City of Greensboro each year to save operational dollars.
15. 15 sets of racks with 6 slots each for canoes/kayaks including total accounts receivable and collections for these spaces
16. Security Camera monitoring system throughout Marina grounds, office, and Dry Dock Storage facility
17. Security Gate entrance at Marina including assigning gate cards (activation and deactivation)
18. “Dry Dock” gravel parking lot, chain link fence with razor wire, Bull Dog security gate system including the assignment of entry codes to members, deactivation of codes, and lockdowns when account delinquent
19. Playground including picnic tables and benches
20. 3 outdoor utility sheds (2 on Marina grounds and 1 at Dry Dock facility), Patrol Boat shelter and gravel parking lot
21. Pavilion Northern Shores Lane – open all sides with roof – electrical outlets – 4 poly lumber chairs
22. Miscellaneous assets including fences, walls, Fido waste stations
23. 100 decorative street signs throughout the Master common area property

The Agent will solicit competitive bids from qualified contractors and procure contracts and services on behalf of the Association to maintain the Association’s owned and leased property and assets. Contracts and work order services shall include the following:

1. Grounds Maintenance including mowing, blowing, turf fertilization, shrub and bed maintenance, trail maintenance and trail trash collection
2. Annual Flower Installations and Maintenance – spring and fall
3. Pine Needle Installation – 4,000 bales
4. Bookkeeping/Accounting - CPA firm
5. Annual Audit and Tax Filing – CPA firm
6. Marina Staffing (see schedule on page 9...staff requirements depend on demand)
7. Security including Marina office alarms and Security Gate System
8. Installation and Storage of Holiday Decorations throughout LJ villages
9. Irrigation Maintenance and Irrigation Back Flow Testing with reports to City of Greensboro

10. Low Voltage Lighting Maintenance
11. Pest Management Services
12. Fire Equipment Inspections
13. Garbage and Recycling Collection
14. Member Events (i.e. food and entertainment for July 4<sup>th</sup> and Christmas tree lighting)
15. Electrical repairs
16. Plumbing repairs
17. General Contractor repairs (i.e. fencing, docks, gazebos, trash containers)
18. Beaver Trapping
19. Pressure Washing
20. Tree Removal
21. Pedestrian Bridge Maintenance
22. Playground Mulch Installation

The Agent shall purchase on behalf of the Association such materials supplies and capital items as are necessary for the proper operation and maintenance of the property. All such purchases shall be properly inventoried and accounted for and shall be in the name of and at the expense of the Association. Such items include, but may not be limited to:

1. Fleet of Boats for Marina Rental Operations
2. Fido Waste Receptacle Stations and supplies
3. Toiletry and Cleaning Products for the Lake Jeanette Marina and bathrooms
4. Christmas decorations for the village entranceways
5. July 4<sup>th</sup> event supplies
6. Outdoor chairs and furniture for the Marina

**ACCOUNTS RECEIVABLE:** A CPA firm holds the bookkeeping contract and bills the Association dues. This contract works collaboratively with the Property Management contract to reduce costs, insure maximum revenue, and maintain a system of financial checks and balances. The following services are the Agent's responsibilities relating to this collaborative effort:

1. Advertise the recreational events and programs at the Marina routinely to encourage usage and bring in revenue from this asset.
2. Collect marina receipts on a weekly basis, tally each credit card daily summary against credit card transactions, enter on receipts spreadsheet and code per revenue account, scan to CPA and drive actual receipts (including checks) to CPA's office.
3. Submit a report of sales tax receipts and insure that Marina staff are only charging sales tax when applicable.
4. Write all correspondence relating to the collection of dues excluding collections turned over to legal counsel.
5. Invoice and collect revenue for all Marina space rentals including rack, boat slip, and dry dock rentals and qualifying Marina memberships including late notices and notification of lock downs relating to delinquent space rental accounts.
6. Answer all email inquiries and phone calls re HOA dues.
7. Maintain records/receipts showing all expenditures relating to the property and submit to the CPA for reconciliation.

**ACCOUNTS PAYABLE:** The Agent has the following responsibilities:

Receive all Association invoices and statements, code same for payment against the appropriate expense account, maintain a record of invoices and submit to CPA for processing and check writing.

1. Code all invoices and requests for checks to a specific budget line item account, scan the same to CPA and drive receipts to CPA's office. Pick up checks, sign and prior to mailing the check to the appropriate vendor go to the site of the repair/replacement and inspect to make sure all work performed.
2. Reconcile monthly bank statements relating to bank issued automatic payments (i.e. Duke Energy, AT&T, City of Greensboro Water bills, Marina credit card purchases, and HOA credit card purchases) and submit to CPA for processing and final reconciliation.
3. The CPA does not have check signing authority.
4. Monitor City of Greensboro Water usage to determine unexplained spikes in usage that could mean leaks or malfunction of clocks/timers are occurring.
5. Monitor gas usage for boats at the marina to insure usage remains in range of previous years and patrols are being made according to the schedule.

**MARINA MANAGEMENT:** Marina Staff are provided under a staffing contract to run the day-to-day staffing needs. The Agent manages this contract as a collaborative effort to lower costs for the Association, have no employees thus no employee liabilities, reduce risk and liabilities specific to the lake and rental agreements, and insure revenue is recognized at projected levels. The staffing contractor provides an adult staff manager and hires teenagers similar to a "lifeguard" contract to work during the summer. The Agent's responsibilities specific to this collaborative effort include:

1. Determine annual staffing hours using the Marina Rental Summary Report prepared each month by the Agent and negotiate the staffing contract to provide projected coverage and staffing needs.
2. Write policies and procedures relating to marina operations and monitor staff and operations to make sure they are followed.
3. Train staff re office procedures relating to the importance of completing rental agreements with members that include liability clauses for the protection of Association, Agent and Lenoir Warehouse Group (LWG), owners of Lake Jeanette.
4. Train staff to assist Agent in monitoring the buffer zones of Lake Jeanette in order to protect the Association's Lease Agreement with LWG which allows usage of Lake Jeanette to all 1,165 members.
5. Insure day-to-day staffing needs are being met, facilities are being kept clean and any needs for repairs reported to Agent so work orders may be issued.

**PROTECTING LAKE JEANETTE, THE BUFFER ZONE & ASSOCIATION'S LEASE AGREEMENT WITH LENOIR**

**WAREHOUSE GROUP (LWG) OWNER OF LAKE JEANETTE AND ITS BUFFER:** Lake Jeanette covers approximately 300 acres with a shoreline of six miles. The Association is responsible for monitoring the lake tract and the 50 foot Buffer Zone around the perimeter of Lake Jeanette to insure homeowners' compliance with the zoning rules and regulations stipulated under the Lease with LWG. Lake View lot owners are responsible for cleaning and maintaining the buffer zone contiguous to their lots in accordance with the Restrictive Covenants, Deed, and Lease Agreement. All City, County, State, and Federal regulations relating Riparian Buffers must be followed. The Agent shall serve as contact with LWG and the City of Greensboro on behalf of the Board of Directors and Association and will:

1. Perform lake patrols twice monthly to maintain a visual memory of and monitor the 50 foot buffer zone around the perimeter of Lake Jeanette to insure that no cutting or other violations have been overlooked by the Marina staff. And to also assess the lake for trash and debris.
2. Meet with Association members who request permission to perform work (generally cut or remove trees) in the Lake Jeanette buffer zones, review their requests in writing using the appropriate forms, approve or deny in writing based on the Buffer Zone Policy, and maintain records of these actions.

3. When the Agent receives notification of a cutting violation from the Marina staff and/or Association members, the following actions are taken by the Agent:
  - a. Immediately go to the buffer in question even if on weekends. If Agent is not available, Agent's staff must be trained in how to manage cutting violations,
  - b. Stop cutting if not already stopped by marina staff and speak with the homeowner if they are available,
  - c. Mark each cut with a wooden stake and marker ribbon and assess the violation by measuring each cut's diameter and photographing – showing the measurement in the photograph,
  - d. Write the violation letter including replanting requirements based on the Buffer Zone Policy
  - e. Notify the owners of the Lake and Water Resources with the City of Greensboro and meet with the same in the buffer specific to the violation
  - f. Using the replant grid in the Buffer Zone Policy, write a Scope of Work for replanting the buffer and obtain three bids from reputable landscape companies. This requires meeting with each company in the buffer in question.
  - g. Meet with LWG and Board President to review violation and costs to replant buffer prior to submitting to homeowner
  - h. Hand deliver the violation to the homeowner or send certified mail return receipt (violation write up and photographs are normally placed in a 3 ring binder which is best hand delivered). A copy is given to LWG and a copy is maintained in the HOA office.
  - i. Obtain replant funds from homeowner and place in escrow account
  - j. Once buffer replanted close out escrow account and violation and maintain record on file
4. When the Agent receives notifications of furniture or personal property violations in the buffer zones, the following actions are taken by the Agent:
  - a. Write a letter outlining the violation, remedy, and time frame allowed to comply
  - b. Mail certified return receipt requested
  - c. Monitor for compliance
  - d. If failure to comply, Agent directs Marina staff to remove furniture from buffer and store at member's expense
  - e. Write letter to member notifying them of furniture removal, storage, fee to pick up
5. Large cutting violations that require additional hours to remedy through settlement, mediation, or lawsuit will be billed at your requested fee per hour.
6. Lake Jeanette is a no wake and no swimming lake. The Marina Staff monitor these activities routinely. The Agent follows up with a letter to the member in violation. During hours when the Marina is not staffed, the Agent responds to calls reporting swimming and speeding in Lake Jeanette.
7. In the event of a hazardous spill into Lake Jeanette, the Agent will follow protocol and contact 911 for HazMat inspection of spill and remediation. Agent will notify LWG and Board President of the same. Agent will remain on site until HazMat team releases Agent.
8. Lake Patrol and the Agent monitor the buffer for beaver activity during lake patrols and Agent inspections. The Agent is also responsible for walking the trails around the perimeter of Lake Jeanette to determine buffer activity that cannot be easily seen from the water. The beaver population at Lake Jeanette is significant and they will quickly clear areas of the protected buffer if not controlled. Homeowners also report beaver activity to the Agent. Agent is the contact with NC Wildlife Agents to set beaver traps in the identified areas of activity.
9. During the summer months, teenage pranks and vandalism frequently occur around the lake and Master Common area property (i.e. jumping off the Pump House at the dam, throwing furniture in the lake, swimming in the lake, spraying signs with paint, undocking boats at the Marina, etc.). The

Agent is responsible for investigating these incidents and managing the process of recovering the Association's assets and replacement funds for any items damaged or destroyed. The Greensboro Police Department is always notified and only provides assistance when they feel the incident deems their involvement. Video surveillance footage is reviewed by the Agent when an incident is Marina related. This is a time consuming process and also involves meetings with parents and teens when they are identified. The Agent then works with the GPD to implement community service hours and/or creates Lake Jeanette community service hours requiring management and follow through of the same.

10. In the event the Association contracts with the Central Piedmont Wildlife Club for use of Lake Jeanette, the Agent will assist in negotiating this contract, managing the contract, and collecting revenue from the contract.

**OPERATING BUDGET & CAPITAL FUND RESERVE:** The Agent will perform the following responsibilities in this regard.

1. Assess all property and capital needs for the upcoming year
2. Prepare a draft annual operating budget for the Board to review and approve
3. Manage the approved operating budget throughout the year
4. Maintain and manage the capital reserve fund plan

**BOARD MEETINGS & MEETINGS OF THE MEMBERSHIP**

1. Prepare the notice for the Annual Meeting of the Membership which includes:
  - a. Notice Letter
  - b. Agenda
  - c. Annual Property Report
  - d. Proxy
  - e. Ballot
2. Attend the Annual Meeting of the Membership and perform the following duties:
  - a. Set up the meeting room with tables and chairs,
  - b. Prepare Sign in Sheets relative to each Village of Lake Jeanette, register attendees and keep a record of the same,
  - c. Try to establish a quorum (prior to the meeting) to conduct the meeting using emailed proxies for this purpose
  - d. Assist the Association President in running the meeting,
  - e. Answer property and budget questions posed by the membership,
  - f. Tally votes taken at the meeting and give results to the President
  - g. Record minutes and present a draft to the Board for review and approval
3. Board of Directors Meetings - approximately 6 per year.
  - a. Prepare an Action Agenda with the Board President
  - b. Copy agenda materials for all board members at Agent's expense
  - c. Research items needing explanation by Agent or obtain legal review and opinion
  - d. Attend meeting at no extra charge – usually held at 6:00 pm
  - e. Record minutes and submit draft to Directors for approval
  - f. Post minutes on website after approved
4. Board of Directors Meetings where the membership is invited to issue questions/concerns. Two of these meetings are held per year – April and September
  - a. Prepare and mail meeting notice in accordance with governing documents
  - b. Prepare Agenda with the Board President

- c. Copy agenda materials for all board members at Agent's expense
  - d. Research items needing explanation by Agent or obtain legal review and opinion
  - e. Prepare a list of member questions submitted prior to the meeting and provide answers to the same
  - f. Attend meeting at no extra charge – usually held at 6:00 pm
  - g. Record minutes and submit draft to Directors for approval
  - h. Post minutes on website after approved
5. Sub-Association Board Meetings (approx. 6 per year): There are 11 sub-Associations in the Master Development. The Agent is asked to attend sub-Association board meetings to answer village member questions relating to the buffer zones, landscaping and design of their village entranceways, or pending issues for the Master development (i.e. usually relating to the Lake). The Agent also assist sub-Associations with questions relating to plat maps for the Master Development specific to their village, serves as a resource for contractor contacts, questions relating to the Master Association governing documents, and assist in reserving the meeting room at Lake Jeanette Recreation Association for their village Annual Meetings.

**HOA OFFICE STAFFING & COMMUNICATIONS:** We expect the Agent to provide the following assets and services to run the HOA office at Agent's expense

1. Hours required to manage the Association averages 50 hours per week. 20 hours In-office coverage, scheduled from 10:00 am – 2:00 pm Monday through Friday. Up to 30 hours a week are incurred inspecting the property and after hours and weekends.
2. 24 hour emergency call seven days a week, 365 days a year
3. Answer emails (averages approx. 250 per month)
4. Answer the HOA cell (averages 120 calls per month)
5. Manage Constant Contact database of membership includes 2,193 member emails adding buyers' emails, removing sellers' emails, and making change requests. Emails are maintained per village.
6. Prepare and submit monthly newsletters (using Constant Contact) to the membership relating to HOA business, advertising the marina to generate usage and revenue, community alerts coordinated with the GPD, community events coordinated with the community library, informational updates on items like the Urban Loop, etc.
7. Provide a lost and found pets email service to the membership with emails being sent within an hour after contact 24 hours a day 7 days a week, 365 days a year.
8. Write articles for the Life at Lake Jeanette Magazine relating to Master HOA business and news
9. Design and create publications (using In Design or the like) for the HOA to use to generate interest in the marina which in turn generates revenue.
10. Pay office lease payment at \$400.00 per month; provide Office furniture including conference table, at least six chairs, desk, etc.; provide office equipment including computer, printer, scanner; provide office supplies to run HOA office (excluding LJ envelopes and stamps)
11. Give 100% of Transfer Fees collected at home closings and 100% of Late Fees collected on delinquent accounts to the Association. Transfer Fees are recovered at closing in the amount of \$150 each sale. Over the past 3 years an average of 65 homes sale at Lake Jeanette each year. Late Fees total approximately \$4,000 per year and are assessed at \$20 per month the account remains delinquent.
12. Do not charge add-ons such as mileage, office supplies, copying or mailing, or attendance at the Master Association Board Meetings (approx. 6 per year), Master Association Board Meetings where the membership is invited (2 per year), Village Association Board Meetings (approx. 6 per year), and the Annual Meeting of the Membership (1 per year).

**Other communications from the HOA office include:**

1. Submit monthly financials to Board President once received from CPA.

2. Maintain a historical spreadsheet of Marina accounts receivables (from QuickBooks) per revenue line item over years and submit to Board President monthly.
3. Communicate routinely with the Board President as the primary contact relating to all business of the Association
4. Email the Board President status reports submitted by Legal Counsel specific to lien and foreclosure authorizations for submission to the Board of Directors.
5. Email monthly financials including reconciled bank statements to the Board President and Treasurer each month for submission to the full Board of Directors.
6. Serve as contact for legal counsel on behalf of the Board of Directors and Association
7. Write and manage website updates
8. The Agent is the architectural control resource for 53% of the Association's membership who reside in Northern and Southern Shores (which have no Village Board or architectural control committee). The agent is responsible for protecting the buffer and Lease Agreement and for promoting the consistent architectural design throughout these villages in order to preserve the Master plan of development. The Agent guides this portion of the membership to honor their Deed Restrictions and comply with City ordinances that may be relative to their architectural request.
9. Contact the City of Greensboro re "lights out" issues specific to street lights throughout Master common area property and the Marina
10. Contact the City of Greensboro to pick up trash, debris, and dead animal carcasses along the roadways leading into the Lake Jeanette community (i.e. N. Elm St., Bass Chapel Rd., Lake Jeanette Rd., and bridge roadsides).
11. The Agent serves as the resource for gas lamp posts repair replacement and mail post system repair and replacement for 1,165 member homes to insure that these architecturally controlled features are consistent throughout the Master development.
12. The Agent is responsible for insuring that the general public is not allowed membership at the Association's private marina unless they meet qualifications for such membership and have completed an application for the same.

**MANAGING SOCIAL EVENTS AND RECREATIONAL ACTIVITIES:** The Agent is responsible for arranging, managing, attending and serving as host for the following events:

1. Annual July 4<sup>th</sup> celebration
2. Annual Tree Lighting, Santa Visit, Horse and Carriage Rides
3. Decorating the Marina Gazebo for the photography shoot with Santa
4. Obtaining the Caterer for July 4<sup>th</sup> and Christmas events
5. Obtaining the contract for horse and carriage rides
6. Obtaining contract for live music on July 4th
7. Notification to members re above events and collection of RSVPs
8. Obtaining and Marketing recreational opportunities for Members at the Marina (i.e. yoga, paddleboard lessons, canoe/kayak safety classes, etc.)

**MANAGING HOME CLOSINGS:** The Agent serves as the point of contact for members who are selling their homes, real estate agents listing homes, and closing attorneys' offices to close the transaction of sale. The Agent frequently receives calls from prospective lake view buyers and must be fluent in explaining the Buffer Zone policy prior to the sale of the home.

1. Obtain statement of Account from CPA
2. Email statement and answers to closing questionnaire to closing attorney. If the sale involves a lake view lot, also explain Buffer Zone requirements in email to closing attorney providing an added layer of protection for the Lake and Lease Agreement.
3. Receive checks and closing documents from closing attorney
4. Enter home closing on spreadsheet so CPA can update database along with new Warranty Deed
5. Assign a Marina Gate Card and update database deactivating seller's card and activating buyer's card
6. Complete Welcome Packet and mail to new member

