

**Lake Jeanette Association, Inc.**

**Board of Directors Meeting  
Monday May 17, 2021**

**MINUTES**

**Present:** Dixon Johnston, President; Robin Stiles, Vice President; Tom Weiss, Treasurer; Jory Marino, Secretary; Jim Blakeley, Member at Large; Deborah Roskelly, President Roskelly Management Associates LLC.

**CALL TO ORDER:** 5:42 pm

**Old Business:** None

**New Business:**

**1. Deborah Roskelly's announcement of retirement:**

Deborah Roskelly shared that she will be retiring at the end of this year along with her husband, Jim who will be retiring from Cone Health. She and Jim have sold their home at 5001 Angler Lane in DayBreak Square and they are now residing in their Boone, NC home. Deborah assured the Board of Directors that she will honor the Onsite Operations and Property Management contract through its term ending December 31, 2021 but will not be renewing for 2022. Deborah has staff in Greensboro and frequently returns to assess the Association's property and assets. She also said if the Board of Directors wishes to bring a new contractor on board prior to the term date, she will end her contract sooner and will be available to transition the new contractor.

Deborah created Roskelly Management Associates LLC in 2005 specifically to provide Operations and Property Management to Lake Jeanette Association, Inc. (the Master HOA including the Lake Jeanette Marina) and Lake Jeanette Recreation Association, Inc. (Swim and Tennis Club). Deborah shared that managing the Master Development, Marina, and the Swim and Tennis Club has been an absolute delight. Working with members of all the villages to make Lake Jeanette the best community in which to live and recreate has been a rewarding experience and privilege. Deborah shared that her daughter, Karla Yonce will continue to manage the Lake Jeanette Swim and Tennis Club.

The Board of Directors thanked Deborah for her many years of dedication to the Lake Jeanette community, and wished her much happiness in her retirement years. Both personally and professionally we will be losing a valued friend and partner who loves Lake Jeanette and led a team of vendors in growing and improving the community with energy, ideas and devotion for over sixteen years.

The Board will begin an interview process to fill the Onsite Operations and Property Management Contract. They will seek qualified candidates from members who live within the Lake Jeanette Master Development and from external property management companies. Deborah is committed to assist the Board in a smooth transition by year end or sooner if a qualified candidate wishes to contract for a sooner start date.

If you are interested in this position (a full-time job requiring a myriad of skills and experiences, financially and managerially) please send your resume with a cover letter detailing why you are interested to the Board President, Dixon Johnston **Please reply by email only to [Dixon.Johnston@gmail.com](mailto:Dixon.Johnston@gmail.com) and no later than Sunday, May 30, 2021.** Deborah's retirement announcement was emailed to the Membership on May 23, 2021.

**2. Financials ending April 2021 by Aprio PLLC: The full set of financials was emailed to the Board of Directors on 5/11/21 for review.**

- a. Balance Sheet – Cash on Hand = \$222,453.38 (**Attachment 1**)
- b. Income and Expense Statement
- c. Statement of Cash Flows
- d. General Ledger
- e. Prepaid Dues Report= (\$8,689.60)
- f. A/R Past Due Report = \$8,747 over 90 days

**Motion: Tom Weiss made a motion to approve the April financials as submitted.**

**Second: Robin Stiles**

**Vote: Unanimously passed.**

**3. Property & Operations Management Report by Roskelly Management Associates (RMA): The full set of reports was emailed to the Board of Directors on 5/11/21 for review.**

- a. Working operating budget spreadsheet with current projections to end the year at approx. \$20,000 net ordinary income after Capital Transfer of \$45,000
- b. Major Cost Center Activity delineated per budget spreadsheet tabs
- c. Marina Rental Summary: The total marina revenue budget for 2021 = \$70,000. As of April ending, RMA has collected \$59,065.02 of this budget and the marina staff have collected \$2,752.50. As of April ending, \$17,362.92 more in revenue has been received than same period 2020. Marina recreational rentals started in April.
- d. Total Number of Qualifying Marina Memberships Per Category
  - i. Lake Jeanette Swim and Tennis Club = 58
  - ii. Brownstone Association = 1
  - iii. Northern Point Association = 3
  - iv. Jacobs Way Association = 1
  - v. Lenoir Warehouse Group Fishing Club = 26
- e. Total Number of Accounts in Collection with Association's Attorney = 3

**Motion: Jim Blakeley made a motion to approve RMA's Management Report as submitted.**

**Second: Jory Marino**

**Vote: Unanimously passed.**

**4. Emails received from a member of the Point questioning maintenance of the dam specific to vegetation on the dam.**

As reported in previous Board minutes and discussed at previous Annual meetings of the Membership, the Lease Agreement between Cone Mills Corporation (now Lenoir Warehouse Group - LWG) and Lake Jeanette Association, Inc. dated March 1, 1994 stipulates that Cone (LWG) retains the rights and obligation to operate, maintain, repair, and reconstruct the Lake Jeanette dam, spillway, pumping station and all related equipment and facilities. This obligation to operate and maintain the dam and related equipment shall remain in force and effect until

such time, if ever, as Cone (LWG), in its sole and unfettered discretion releases to the Association, Cone's (LWG) rights to use the water in the Lake and to transfer such water to other lakes owned by Cone (LWG).

The Lease Agreement is posted on the Association's website <https://www.ljvillages.com/documents>. The Term of the Agreement is sixty-six (66) years, three (3) months, and five (5) days beginning March 1, 1994 and ending June 5, 2060. The Lease shall automatically be extended for four (4) ten (10) year periods unless one party gives the other written notice at least one hundred and eighty days (180) prior to the applicable expiration date.

Current activity re this year's inspection report.

- a. The North Carolina Department of Environmental Quality (DEQ) inspects the dam and spillway (usually every two years).
- b. This year's inspection took place in March.
- c. The Board of Directors is aware that inspection reports are public record.
- d. Jess Washburn with LWG informed Deborah Roskelly that bush hogging all growth on the dam (which includes the cutting of tree growth to its base) was scheduled for March, but due to the amount of rain, this job was postponed until May/June to allow the ground to dry out in order to protect the dam.
- e. The dam and the spillway are not the Association's property. Lenoir Warehouse Group (LWG) owns the dam and spillway.
- f. Any deficiencies reported in the dam evaluation historically have been addressed by each owner at the time (Cone Mills, ITG, now LWG).
- g. The Board of Directors has confirmation from LWG that the 2021 inspection points are being addressed by LWG and full compliance is expected.
- h. The record rain of 2019 and 2020 caused inspectors to begin downgrading many dams in North Carolina. It is not believed that Lake Jeanette's dam downgrade from satisfactory to fair was a result of the condition of the dam, but the change in standards with DEQ. Satisfactory is the highest level.
- i. The Board of Directors has confirmation from LWG that an Emergency Action Plan is being developed by LWG as is required by DEQ.
- j. If LWG refused to comply with maintenance and repair recommendations then the Board of Directors would consider discussions and possibly stronger actions, but until that time the Board of Directors, at the advice of legal counsel, is not involved in LWG's compliance with DEQ.

**Motion:** Tom Weiss made a motion that Deborah Roskelly respond to the Point member's second email indicating that the Board of Directors is not concerned about the items expressed in the email to the Board due to items "a" through "j" noted above; that the Board has reviewed issues relating to the dam and the DEQ inspection report with RMA and legal counsel and has confirmation that all items noted in the inspection report are being addressed by Lenoir Warehouse Group LLC.

**Second:** Robin Stiles

**Vote:** Unanimously passed.

5. Kimberly Mashburn, Community Manager for Waterford Apartments emailed Roskelly Management Associates on behalf of Waterford Place Associates requesting access (boating –

**canoeing and kayaking) privileges to Lake Jeanette for its 240 unit apartment complex in exchange for a total payment of \$500 a year.**

The North Carolina General Warranty Deed between Cornwallis Development Company and Waterford Place Associates, LLC dated August 21, 1995 stipulates that Waterford has non-exclusive easement rights for ingress, egress, and regress and a right of use for fishing purposes across the property, adjacent to the property, and located between the property and Lake Jeanette as shown between the dashed ingress/egress lines on the plat **(Attachment 2)**.

The property adjacent to Waterford is owned by Lake Jeanette Association, Inc. and Lake Jeanette's property is adjacent to the Lake Tract (Buffer and Lake) owned by Lenoir Warehouse Group.

The conveyance of this easement and right of use is subject to and conditioned upon the Grantee (Waterford) cleaning and picking up trash on the easement. If Waterford fails to provide such maintenance and upkeep or fails to observe the requirements of Zones 1, 2, and 3, Cone (LWG) after 30 days written notice to Waterford may terminate this easement and right of use by filing a Notice of Termination in the office of the Register of Deeds of Guilford County.

The conveyance of this easement is also subject to applicable zoning terms and conditions of the Lease Agreement between Cone Mills (LWG) and Lake Jeanette Association, Inc. dated March 1, 1994 as it may be modified from time to time and the Lease Agreement between Lake Jeanette Association and the Guilford Wildlife Club dated May 1, 1995 (terminated).

**Motion: Dixon made a motion that the request from Waterford apartments to have usage rights to Lake Jeanette be declined due to increased potential general liability to Lake Jeanette Association, Inc. and the potential increased impact and liability re usage of Lake Jeanette's Marina and fleet of boats.**

**Second: Tom Weiss**

**Vote: Unanimously passed.**

## **6. Rezoning of portions of Roberson Comer Rd.**

A letter was received in the HOA office from Marc Isaacson with Isaacson Sheridan on April 29, 2021 **(Attachment 3)** regarding rezoning of portions of Roberson Comer Road. Mr. Isaacson represents Lake Shore Residence LLC, a local property developer who is building residential communities in Greensboro. Lake Shore has filed a petition to rezone the properties located at 816 and 800 Roberson Comer Rd. (directly across from Lake Jeanette Association's dry storage facility at 803 Roberson Comer Rd.). A portion of this property is currently zone R-3 (Residential Single-family 3), while the remaining portion requires annexation into the Greensboro City limits. Upon a favorable decision from the Greensboro Zoning Commission and Greensboro City Counsel, the property will be designated CD-RM-5 to allow for the construction of attached single family townhomes. The rezoning hearing is scheduled for Monday, May 17<sup>th</sup> at 5:30 pm and currently there is no indication this zoning request will be challenged.

Deborah Roskelly contacted the Association's legal counsel to reach out to Mr. Isaacson to determine if Lake Shore Residence LLC would be interested in providing funds to improve the entrance to the Association's dry storage facility (asphalt driveway apron and planting of Leyland Cypress along the street fence line) so Lake Shore Residents do not have to view the Association's facility from this new townhome community.

Mr. Isaacson relayed to the Association's attorney that his client might be interested in funding the costs of a row of Leyland Cypress to screen the Dry Dock from his development and may consider paving the driveway apron. Mr. Isaacson shared that he expects buffering along the homes that would front the Association's dry storage facility will probably be installed by his client when the units are built.

**No action required by the Board of Directors at this time.**

7. **Brownstone Pier and Docks:** The Brownstone Association's Gazebo built on the lake tract has large holes in the lattice work that present a safety hazard and need to be repaired (**Attachment 4**). Deborah Roskelly sent an email to Carol Johnson Property Manager with Slatter Management on May 5, 2021 requesting that the Brownstone Association make needed repairs and that access to the dock be corded off until repairs were made. Slatter Management contracts with the Brownstone Association to provide property management. Ms. Roskelly also requested a Certificate of Insurance for Lake Jeanette Association, Inc. and Lenoir Warehouse Group, LLC from the Brownstone Association that meets the requirements stipulated in the Easement Agreement between Cone Mills (LWG) and Lake Jeanette Association, Inc. and The Brownstone at Lake Jeanette Association, Inc.

The Easement Agreement between Cone Mills (LWG), Lake Jeanette Association, Inc., and The Brownstones at Lake Jeanette Association, Inc. dated February 27, 2004 stipulates the following regarding the dock and pier and right of usage:

Cone (LWG) and LJA...

- Give, grant, and convey unto the Brownstone Association a non-exclusive right and easement for the construction, location, operation, maintenance and use of the pier and related access walks for ingress, egress and regress,
- The pier may be used for ingress, egress and fishing purposes only,
- Access from the pier or walks to the lake or to a boat on the lake is prohibited,
- Swimming is expressly prohibited,
- No boat shall be allowed access to the pier at any time,
- No activity or conduct that constitutes an annoyance or nuisance to any part of Lake Jeanette Development shall be permitted,
- Rights granted to the Brownstone Association are subject to such rules and regulations as determined by LJA from time to time,
- Only Brownstone Association, its members, employees, agents, contractors, guests and invitees shall be allowed access to or use of the pier,
- Comprehensive public liability insurance including indemnifying Cone and LJA against all claims and demands for injury to or death of persons or damage to property which may be claimed to have occurred upon the pier or the easement area or arising out of activity on the Easement area in amounts which shall not be less than one hundred thousand dollars for property damage and one million dollars for injury or death of one person, and two million for injury or death of more than one person in a single accident. Such insurance shall be affected with insurers authorized to do business in NC, as valid enforceable policies and such policies shall name Cone (LWG) and LJA as the insureds, as their respective interest shall appear.
- Property and Casualty insurance of the pier and any related improvements owned by the Brownstone Association and located on the Lake Tract in amounts reasonably

determined by Cone (LWG) to cover the full replacement costs of such improvements and providing protection against all perils included within the classification of fire extended coverage, vandalism, and malicious mischief, and covering such other perils as Cone (LWG) shall from time to time reasonably require.

- The Brownstone Association shall not use, store or permit any substances on or around the pier or Lake Tract designated as or containing components designated as hazardous, dangerous, toxic or harmful, and or subject to the regulation under any federal, state or local law, regulation or ordinance. The Brownstone Association is responsible for any cleanup or detoxification if this type event occurs.
- In the event the Pier is ever destroyed or removed by the Brownstones Association or the Brownstones Association fails to construct, operate or maintain the Pier as provided in the Agreement, Cone (LWG), after 30 days written notice to the Brownstone Association may terminate this Easement and right of use by filing a Notice of Termination in the Office of the Register of Deeds of Guilford County, NC.

Ms. Johnson informed Ms. Roskelly on May 5<sup>th</sup> that the Brownstone Association will make the needed repairs to the Gazebo and the entry point to the dock was corded off with caution tape, but did not reply to the request for Certificates of Insurance (COI). Ms. Roskelly followed up with a second request on May 11<sup>th</sup>, and a third request on May 24<sup>th</sup> for the COIs. On May 25<sup>th</sup>, Carol Johnson replied that quotes for Insurance have been requested on behalf of the Brownstone Association's property manager to honor the liability insurance coverage stipulations of the Easement Agreement and will be presented to their Board of Directors for consideration and approval.

**Board Action: Currently pending response from the Brownstone Association Board of Directors re resolution to above noted requests for repairs and insurance coverage. Deborah Roskelly to update the Board and Lenoir Warehouse Group as these items are resolved.**

- 8. The Point Association Board of Directors has approved a landscape design plan (*Attachment 5*) developed by Tim Knowles, PLA Landscape Architect (and resident of the Point) and is requesting the Master Association approve the plan for installation at the Master Association's costs. The intent of the plan is to create year-round color in the two Master designated beds and the one Point designated bed at the two Point entrances off N. Elm St. and Bass Chapel Rd.**

Background: The Master Association plants summer annuals each year in May at all the village entrances designated on the plats as Master plant beds (refer to below bullet point list). All plant beds are installed using the same flowers for uniformity and consistency throughout the Lake Jeanette development. The summer annual color (usually a color combo of Sunpatiens) distinguishes the Lake Jeanette Master Development from other communities in the Lake Jeanette area. Fall annuals (pansies and violas) stopped being planted at the village entrance beds in 2019 due to the large deer population at Lake Jeanette. The deer start eating the flowers upon installation at a price of approx. \$24,542.00 annually (even when using deer scram and deterrent devices). Membership in attendance at the Master Association's Annual meeting in 2018 discussed the deer issue and approved the 2019 annual operating budget that eliminated the planting of all fall annuals throughout the Lake Jeanette Development. The Master's costs to plant summer annuals at the two Point entrances is approximately \$500.00 total (\$250.00 per 2 bed installations at 1 annual rotation).

**Master Association Plat designated plant beds include:**

- The Villages of Lake Jeanette monument sign at the corner of N. Elm St. and Old Lake Jeanette Rd.
- Turnstone Village monument sign off N. Elm St.
- Dunlin Square monument sign off Eastern Shores Dr.
- Kinglet Commons monument sign off Eastern Shores Dr.
- Cape May monument sign off Eastern Shores Dr. at Ibis Circle
- Eastern Shores Estates monument sign at the end of Eastern Shores Dr.
- The Point entrance monument sign off N. Elm St. (does not include the Guard House bed)
- The Point entrance monument sign at the roundabout
- Waters Edge monument sign off Bass Chapel Rd.
- Southern Shores monument sign off Bass Chapel Rd.
- Southern Shores monument sign on Regents Park Lane
- Northern Shores monument sign off Bass Chapel Rd.
- DayBreak Square monument sign at the intersection of White Bass Place and Northern Shores Lane
- DayBreak Square monument sign at the intersection of DayBreak Square and Northern Shores Lane

Deborah Roskelly sent a request for bid to five landscape companies to quote on the Point Board's approved landscape plan. Three submitted quotes as noted on the below table. Two declined to bid due to heavy schedules and possible inability to obtain some of the flowers on the plan.

<b>Vendors</b>	<b>LJA Easement Bed at Main Entrance and Roundabout Entrance</b>	<b>Point Guard House Bed</b>	<b>Are Quotes Apples to Apples</b>	<b>Total</b>	<b>Notes</b>
<b>A</b>	<b>\$1,831.98</b>	<b>\$891.32</b>	<b>No</b>	<b>\$2,723.30</b>	Vendor grows their plants - in general their quote should be less than other vendors who buy from a grower. RMA went back to Vendor 3 times to obtain a quote defined on the landscape design plan because quotes submitted did not match plan specifications. Vendor's third attempt to quote was rec'd after the deadline and is short the number of ornamental cabbages for fall color.
<b>B</b>	<b>\$3,788.00</b>	<b>\$1,290.00</b>	<b>Yes</b>	<b>\$5,078.00</b>	Buys plants from grower
<b>C</b>	<b>\$3,976.00</b>	<b>\$2,447.00</b>	<b>Yes</b>	<b>\$6,423.00</b>	Buys plants from grower
<b>D</b>					Declined to Quote
<b>E</b>					Declined to Quote

Discussion by Board of Directors in considering The Point Board's request:

- a. The two small plant beds just underneath the Point's entrance signage is defined as Master planting easements on the plats for the Point Association as is the case with most all of the 11 Village Associations in the Lake Jeanette Master Development.
- b. Deeded and platted responsibilities go with the land and not with the people. Board members come and go – deeds and plats remain consistent and protect the land from any Member on any Association's Board who may have a personal agenda to change the lay of the land and the Association's obligations and responsibilities to its membership.
- c. Village plant bed easement rights were granted to the Master Association so the Village entrances would have consistency and uniformity re annuals and visually define the Lake Jeanette Master Villages from other community villages that are not part of the Master development.
- d. The Master Board of Directors has a defined obligation under the Master Governing documents, in compliment with the Deeds and Plats, to maintain master common area property and platted easement areas.
- e. The Master Board would be happy to continue to have 2 rotations of annuals (summer and fall) planted at each village entrance; however, the deer eat the fall annuals immediately upon installation and the beds look unsightly throughout the remaining season.
- f. The Master's fiduciary responsibilities to its membership of 1,165 homes across 11 villages must also be considered. As the deer population of Lake Jeanette continued to rise in 2018, the Master Board addressed all entrance plant beds with its membership specific to fall annuals at its 2018 Annual Meeting. The membership (all villages represented) ratified the budget excluding the planting of fall annuals at any village entrance due to the cost of feeding deer at approximately \$24,542.00 a year. Such an expense would be a misuse of Association funds when a known threat (deer) to that expenditure exist. It was unanimous among the membership at the 2018 Annual meeting that they preferred to see all village plant beds cleaned and mulched in the winter months than spend money to feed the deer.
- g. The Master Association would have an increased expenditure to install the Point Board's landscape plan from a \$500.00 annual summer flower rotation to a perineal installation ranging from approx. \$2,000 to \$4,000 (depending on Vendor selected) plus the addition of summer annuals not quoted in the perineal installation plan. The plan included fall annuals – ornamental cabbages. This expenditure would not be equitable or consistent with funds spent to install annuals at other village entrances.
- h. At every Annual Meeting since the 2018 meeting, the membership of the Master Association has continued to ratify the Master operating budget which excludes the planting of fall annuals at any village entrance. The deer population has continued to increase due to the disruption of land relating to the Urban Loop and the habitat for deer that our Lake and surrounding wooded buffer offer.
- i. Since the decision by the Master Association Membership (representing all Villages) to eliminate the rotation of fall annuals from the Master operating budget at the 2018 Annual meeting, there have been no requests, complaints or concerns expressed by any Village Association Board of Directors or members other than the Point Board of Directors regarding fall annuals.

**Motion:** Jory Marino made a motion to deny the Point Board's request that the Master Association install the landscape plan approved by the Point Board due to items "a" through "i" noted above.

**Second:** Robin Stiles

**Vote:** Unanimous

**Subsequent to this Board Meeting...**



The above vote by the Master Board of Directors was relayed to the Point Association Board of Directors at their meeting on the following night. Deborah Roskelly was contacted by the Point Board during their meeting and explained the above noted reasons why the Master Board voted against their request. The Point Board requested that the Point Association be allowed to fund the installation and maintenance of their two plant beds that are designated as Master Association responsibility on the plats. On behalf of the Master Board of Directors, Ms. Roskelly offered the following option to the Point Board of Directors on May 25, 2021.

A License Agreement would allow a way for both the Point Board and the Master Board to accomplish the Point Board's goal to fund, install and maintain the two plant beds that it owns, beds that the Master Association has defined easement rights to fund, plant and maintain on the Point Association's plats.

The Master Association's attorney with Law Firm Carolinas prepared a License Agreement (**Attachment 6**) that gives the Point Association all of Lake Jeanette Association's rights and obligations under the Master Declarations of Covenants, Conditions and Restrictions for the sole purpose of maintenance, upkeep and beautification of flower beds located at the Point Association's right of way entrances shown as "Master Common Areas" on plats recorded in Plat Book 116, Page 99 and Plat Book 125, Page 28, Guilford County Registry.

The Agreement allows the Point Board to obtain what they have requested, to fund, install and maintain their Board approved landscape plan along with any future plantings in the beds in question at the Point's entrances. The Agreement also provides the method by which the Master Board can respond favorably to the Point Board's noted request. The Lake Jeanette Association Board of Directors unanimously approved this Agreement via electronic vote on May 24, 2021 and submitted it to the Point Association Board for review and consideration on May 25, 2021 and is currently awaiting their response.

Summer annuals were installed in early May by Lake Jeanette Association in the two LJA designated plant beds as noted on the Point Association's plats. If the Point Association Board agrees to approve the License Agreement, they will take over responsibility of these plant beds in the fall of 2021 when the summer annuals are removed by Lake Jeanette Association, Inc. If the Point Association Board does not want to follow through with their request to control the plant beds, Lake Jeanette Association will continue to clean and mulch the beds over the winter months and adhere to the vote of its membership to ratify the Master Association's annual operating budget that does not include the installation of fall annuals for reasons explained above.

**Call for Adjournment at 7:30 pm**

Minutes Respectfully Submitted by,

Deborah Roskelly, President Roskelly Management Associates LLC

Approved by Jory Marino, Secretary on 5/26/2021.

Approved by Board of Directors on 5/26/21 for posting on the Association's website.

Attachments:

- #1 Balance Sheet April Ending 2021
- #2 Waterford Apartment Map showing ingress/egress to Lake Jeanette
- #3 Letter from Attorney Marc Isaacson Re Roberson Comer Rd. rezoning
- #4 Pictures of repair needs at Brownstone Association's Gazebo
- #5 Landscape Plan for Point Entrances designed by Tim Knowles, PLA Landscape Architect
- #6 License Agreement Re Point Entrance Plant Beds

## Lake Jeanette Association, Inc.

## Balance Sheet

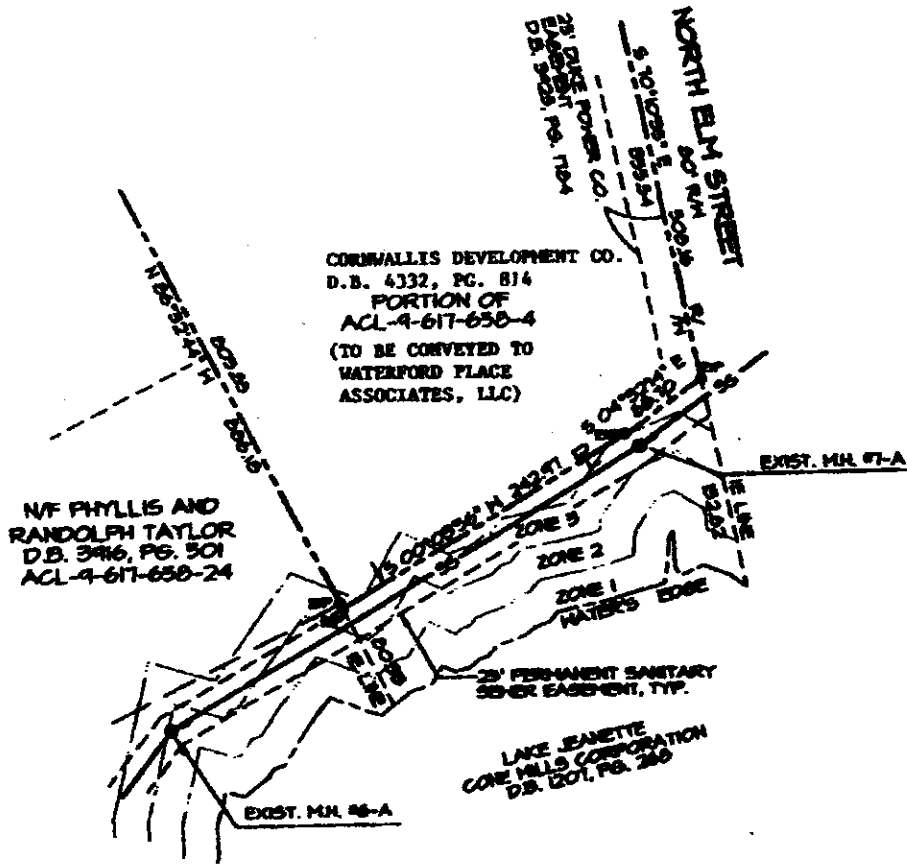
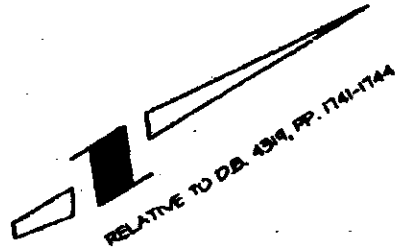
As of April 30, 2021

Accrual Basis

	Apr 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10015 · CAB checking	222,453.38
<b>Total Checking/Savings</b>	222,453.38
<b>Accounts Receivable</b>	
11400 · Outstanding HOA Dues	8,747.00
<b>Total Accounts Receivable</b>	8,747.00
<b>Total Current Assets</b>	231,200.38
<b>Fixed Assets</b>	
12000 · Equipment	1,125.73
12500 · Waikiki Paddle Boards	6,276.61
13000 · Sun Tracker Pontoon	19,863.68
13700 · 150 Skiff	12,027.00
13800 · Kayaks	1,751.00
13900 · Jon Boat	2,973.61
14000 · Village Entrance Signs & Walls	15,546.89
14500 · Village Entrance Landscaping	29,638.15
14600 · Low Voltage Lighting	88,963.34
14700 · Fido Station Replacement Kits	2,522.47
15100 · Marina Plumbing	5,505.00
15500 · Marina Building	9,178.00
15550 · Marina Heating Unit	964.22
15600 · Marina Parking Lot Gravel	3,275.00
15700 · Marina Fence	8,011.00
15750 · Lake Signs	1,972.60
15800 · Marina Docks & Decks	720.56
15850 · Marina Furniture	3,744.04
15900 · Christmas Items	1,298.80
16000 · Security Items	14,885.00
20020 · Accumulated Depreciation	-92,980.58
<b>Total Fixed Assets</b>	137,262.12
<b>TOTAL ASSETS</b>	<b>368,462.50</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
21004 · Buffer Zone Escrow	850.00
<b>Total Accounts Payable</b>	850.00
<b>Other Current Liabilities</b>	
21007 · Sales Tax Payable	187.59
21010 · Prepaid HOA Dues	8,689.60
<b>Total Other Current Liabilities</b>	8,877.19
<b>Total Current Liabilities</b>	9,727.19
<b>Total Liabilities</b>	9,727.19
<b>Equity</b>	
32000 · Operating Fund Balance	237,505.57
Net Income	121,229.74
<b>Total Equity</b>	358,735.31
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>368,462.50</b>

See accountant's compilation report.

EXHIBIT "C-1"



001587


*This map is not a certified survey and reliance may be placed on its accuracy.*

**EXHIBIT SHOWING  
INGRESS/EGRESS TO LAKE JEANETTE**

FOR  
**CORNWALLIS DEVELOPMENT CO.**  
Marshhead Township    Guilford County  
Greensboro, North Carolina

SCALE: 1" = 100'      DATE: 11-AUGUST-88

ALLEY, WILLIAMS, GARDEN & KIMS, INC.  
Engineers - Architects - Surveyors  
300 E. Handover Ave.  
Suite 403  
Greensboro, N.C. 27401





# ISAACSON SHERIDAN

MARC L. ISAACSON, ESQ.  
336.609.5134 (direct)  
marc@isaacsonsheridan.com

ATTACHMENT 3

April 29, 2021

Re: Roberson-Comer Road Rezoning

Dear Neighbor:

We represent Lake Shore Residence LLC ("Lake Shore"), a local property developer committed to the construction of high quality residential communities in Greensboro. Lake Shore has filed an application to rezone the properties located at 816 and 800 Roberson-Comer Road (collectively, the "Property"). A portion of the Property is currently zoned R-3 (Residential Single-family 3), while the remaining portion requires annexation into Greensboro city limits. Upon a favorable decision from the Greensboro Zoning Commission and Greensboro City Council, the Property will be designated CD-RM-5 to allow for the construction of attached, single family townhomes.

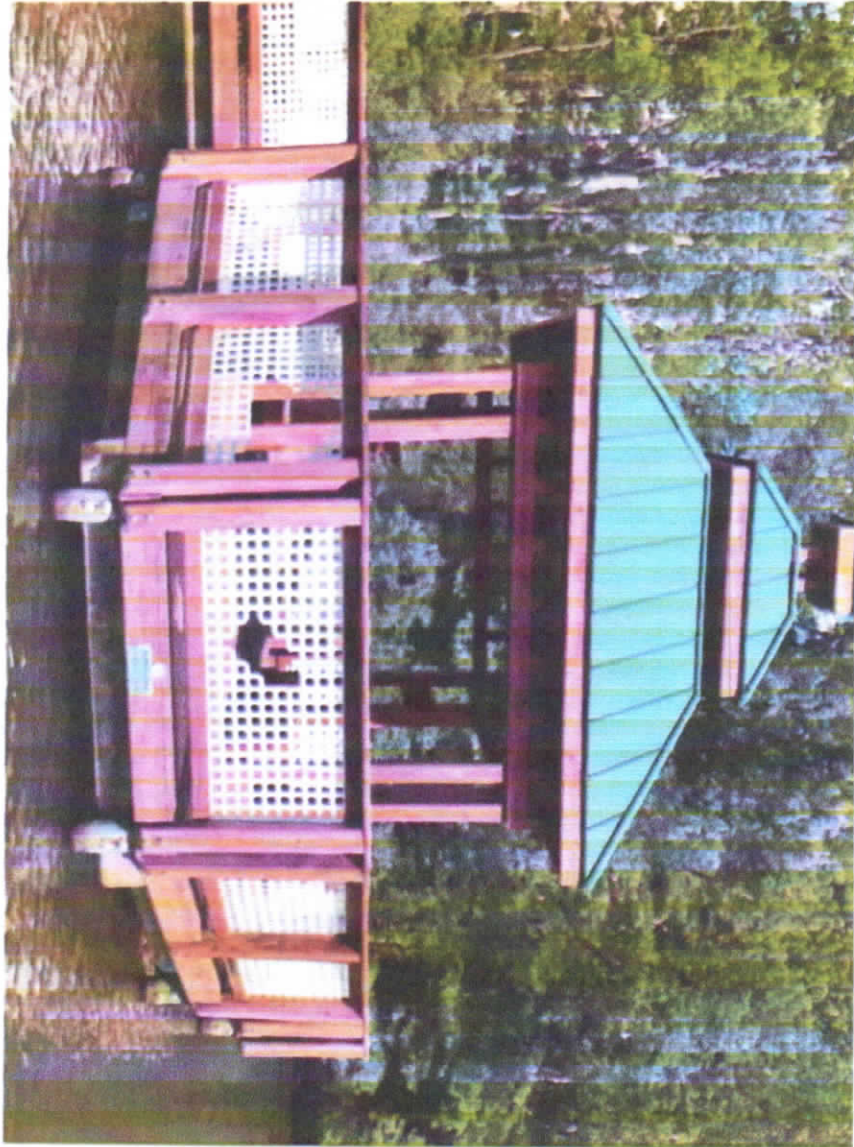
Lake Shore's proposed development is consistent with the GSO2040 Comprehensive Plan in that the portion of the Property lying within city limits shares a consistent "Urban General" designation with nearby multi-family developments to the north and west, and the portion requiring annexation is designated "Growth Tier 1" which indicates the City of Greensboro is able to extend all city services to the Property, including water and sewer.

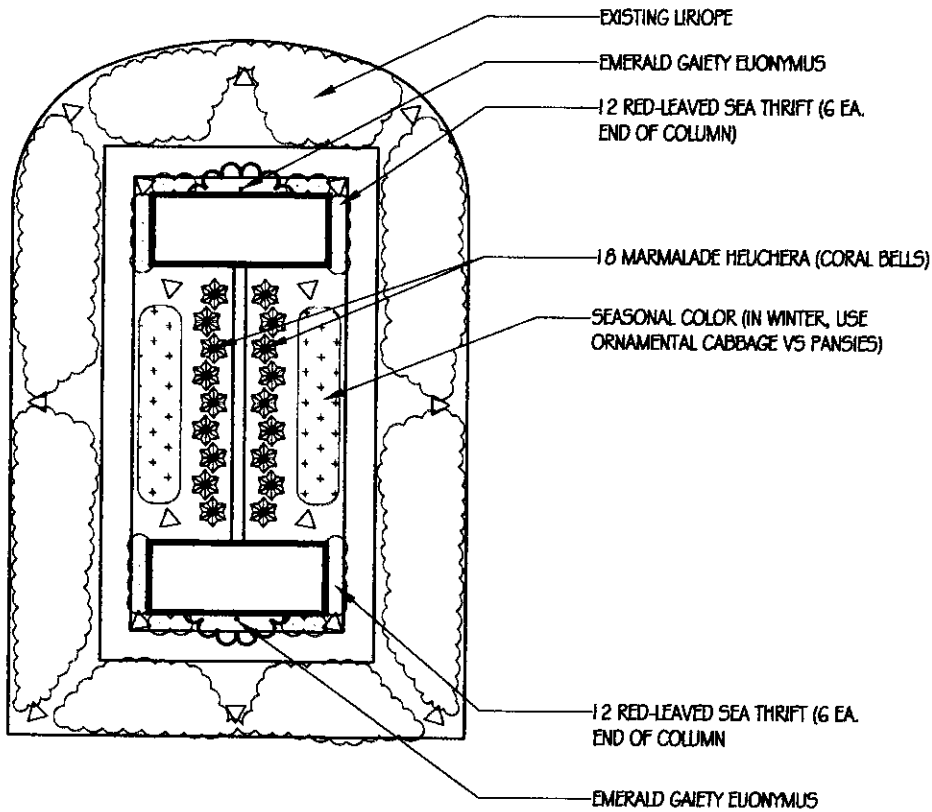
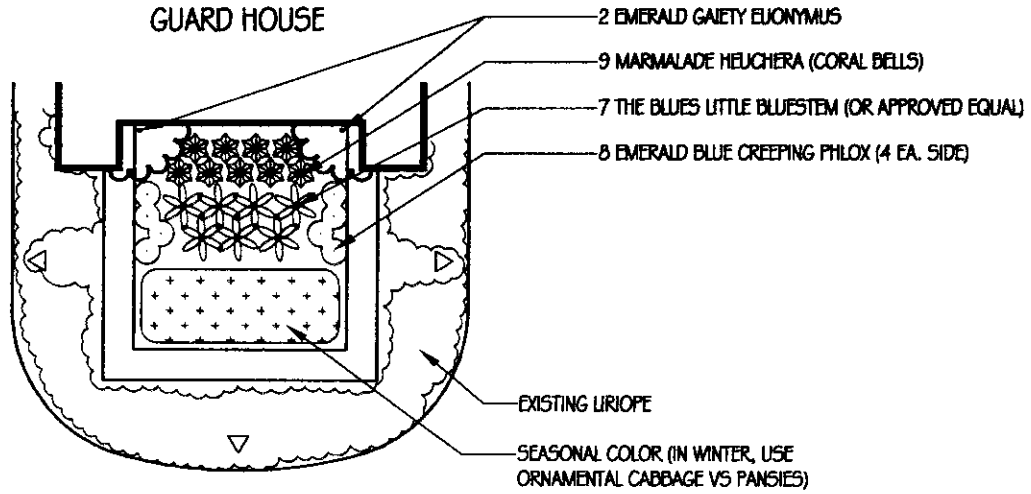
To demonstrate its commitment to constructing a high-quality townhome development, Lake Shore has conditioned its application to require that building materials consist of no less than 50% wood, stone, glass, brick and/or cementitious material. The townhome units will stand two stories high, include an attached garage and be governed by a homeowners' association. Lake Shore believes its proposed development will be consistent with nearby residential uses while only moderately increasing allowable density on the Property.

We will hold a virtual neighborhood meeting via Zoom on Thursday, May 6 at 5:30 pm. Should you wish to attend the meeting and discuss the project, please contact me at the email address or phone number listed above to receive the registration link. If you are unable to attend and have questions or concerns about this rezoning request, please do not hesitate to contact our office. You will likely receive a notice from the Greensboro Planning Department with information regarding the public meeting. The Greensboro Zoning Commission will meet to consider our request on Monday, May 17<sup>th</sup> at 5:30 pm.

Sincerely yours,

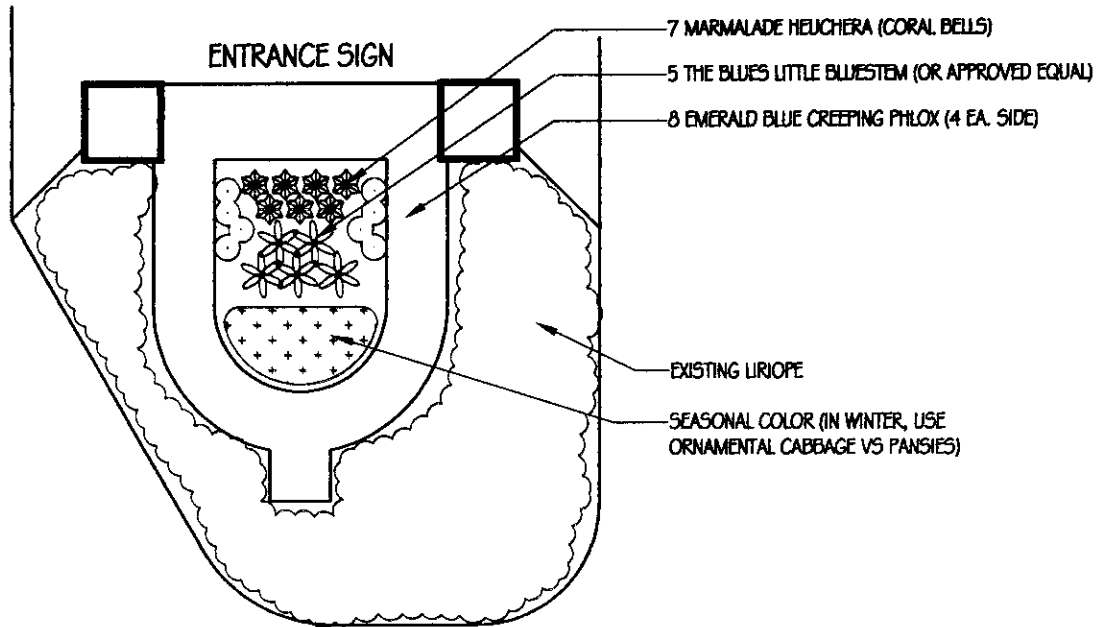
Marc L. Isaacson





# THE POINT AT LAKE JEANETTE ENTRANCE SIGNAGE PLANTING DESIGN

DRAWN BY: TIM KNOWLES, PLA  
LANDSCAPE ARCHITECT  
APRIL 2021



# THE POINT AT LAKE JEANETTE ENTRANCE SIGNAGE AT BASS CHAPEL PLANTING DESIGN

DRAWN BY: TIM KNOWLES, PLA  
LANDSCAPE ARCHITECT  
APRIL 2021

## LICENSE AGREEMENT

Drawn by and mail to: William I. Rankin, II, Attorney, Law Firm Carolinas, 3000 Highwoods Blvd., Ste. 135, Raleigh, NC 27604

NORTH CAROLINA  
GUILFORD COUNTY

This License Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Lake Jeanette Association, Inc., a North Carolina non-profit corporation (“Licensor”) and The Point at Lake Jeanette Association, Inc., a North Carolina non-profit corporation (“Licensee”).

### WITNESSETH THAT:

**WHEREAS**, Licensor has agreed to license to Licensee all of Licensor’s rights and obligations under certain Master Declarations of Covenants, Conditions and Restrictions for Lake Jeanette Development recorded in Book 4558, Page 2125, Guilford County Registry, for the purpose of maintenance, upkeep and beautification of flower beds at Licensee’s right of way entrances shown as “Master Common Areas” on plats recorded in Plat Book 116, Page 99 and Plat Book 125, Page 28, Guilford County Registry;

**WHEREAS**, Licensor desires to a license to Licensee all rights it has within the easement area to plant flowers, maintain flower beds and upkeep beautification of said flower beds;

**WHEREAS**, Licensor grants and assigns to Licensee all of Licensor’s rights and obligations under certain said Master Declarations of Covenants, Conditions and Restrictions in such limited scope for the sole purpose of maintenance, upkeep and beautification of said flower beds at the entrances of Licensee’s neighborhoods shown as “Master Common Areas” on plats recorded in Plat Book 116, Page 99 and Plat Book 125, Page 28, Guilford County Registry;

**WHEREAS**, all of the rights and obligations Licensor hereby agrees to license to Licensee under certain said Master Declarations of Covenants, Conditions and Restrictions are revocable by Licensor at any time at Licensor’s sole discretion.

**NOW, THEREFORE**, Licensor hereby licenses to Licensee all of Licensor’s rights and obligations under certain said Master Declarations of Covenants, Conditions and Restrictions for the sole purpose of maintenance, upkeep and beautification of flower beds located at Licensee’s right of way entrances shown as “Master Common Areas” on plats recorded in Plat Book 116, Page 99 and Plat Book 125, Page 28, Guilford County Registry.



IN WITNESS WHEREOF, the undersigned has caused this LICENSE AGREEMENT to be duly executed under seal as of the day and year first above written.

**LAKE JEANETTE ASSOCIATION, INC.,**  
a North Carolina non-profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_  
[Name of person signing]

Today's Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
[Notary's signature as name appears on seal]

\_\_\_\_\_  
[Notary's printed name as name appears on seal]

My commission expires: \_\_\_\_\_, 2021

(Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

**THE POINT AT LAKE JEANETTE ASSOCIATION, INC.,**  
a North Carolina non-profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.  
[Name of person signing]

Today's Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
[Notary's signature as name appears on seal]

\_\_\_\_\_  
[Notary's printed name as name appears on seal]

My commission expires: \_\_\_\_\_, 2021

(Seal)