

**THE POINT AT LAKE JEANETTE ASSOCIATION, INC.**  
**Meeting of the 2019 Board of Directors**  
**June 19, 2019**

A meeting of the board of directors of The Point at Lake Jeanette Association, Inc. (the "Association") was held on Wednesday, June 19, 2019, at 6:00 p.m. at the Lake Jeanette Swim & Tennis Club.

Present were board members: Tom Anderson, Rebecca Leigh, Debby Reynolds, David Rosenstein and Susan Shadis. Also attending were Matt Peel of Lambeth Management (Point Association) and Deborah Roskelly of Roskelly Management Associates LLC (Lake Jeanette Association).

The Board President, Tom Anderson, called the meeting to order. Based on the number of Board Members in attendance and the Association's bylaws, it was determined a quorum was present and the meeting could proceed. The minutes of the Board Meeting on April 15, 2019 presented by the secretary, Susan Shadis, were approved online to expedite posting on the Lambeth Management website at [http://lambethmanagement.com/?page\\_id=2721](http://lambethmanagement.com/?page_id=2721).

The Board President, Tom Anderson, introduced Deborah Roskelly, President of Roskelly Management Associates LLC. She was thanked for her service and for attending the meeting. Ms. Roskelly was invited to answer questions concerning the Lake Jeanette HOA's responsibilities to The Point. Four attachments pertinent to the Board discussion can be found at the end of the meeting minutes. The redacted sections are in keeping with the Policy on Director Confidentiality.\*

After the Master Board presentation by Ms. Roskelly and her departure at 7:35 p.m., the Board and Matt Peel discussed old and new business as it pertained to The Point at Lake Jeanette.

**OLD BUSINESS**

- **Path Mulching**
  - Lambeth Management is in the process of soliciting bids to re-mulch The Point's walking paths.
- **Architectural Lights**
  - Lambeth Management is monitoring the lighting improvements.
  - Work orders have been filed.
- **Decorative grasses on Bayberry Circle**
  - The decorative grasses on Bayberry Circle are no longer under warranty. Alternative plantings better suited to the location will be investigated and installed by a landscape contractor.
- **Benches and other resident additions to docks**
  - While the Lake Jeanette HOA docks and Point dock are maintained and repaired on an ongoing basis by their respective boards, benches and additions to docks by individual residents have occurred. If found to be in disrepair or dangerous, they will be removed. Please contact Lambeth Management at (336) 288-4944 or complete a routine maintenance request or concern form at [http://lambethmanagement.com/?page\\_id=77](http://lambethmanagement.com/?page_id=77) if you have concerns about dock safety or additions.
- **Common Area Tree Trimming and Easement Tree Removal Requests**
  - One homeowner requested approval for the removal of trees in an easement area and another homeowner requested approval for trimming trees in a common area.
  - The Board suggested that neither the removal nor trimming of trees seemed appropriate under current circumstances.
- **Landscape Committee Representatives**
  - The Point's common areas and landscape maintenance responsibilities are large. Monitoring and communicating with residents and a landscape contractor is vital to maintaining property values. If you would like to serve on the Landscape Committee and be a part of this essential service to The Point, please contact Matt Peel, Lambeth Management, at [matt.lmgmt@gmail.com](mailto:matt.lmgmt@gmail.com).

## NEW BUSINESS

- **Road Paving**
  - Road improvements and paving will begin in July 2019 on Dutchman's Pipe, Rosebay Lane, Rosebay Circle and Checkerberry Lane from the main entrance of Checkerberry to Dutchman's Pipe. Lambeth Management will post the exact dates in a letter to each household.
  - Special thanks to David Rosenstein and Tom Weiss who walked and inspected The Point roads. After their survey, a meeting was held with Greensboro City officials to expedite road improvements.
- **Mailbox Post Painting and Number Standardization to Ensure Curb Appeal**
  - The Board unanimously agreed to fund mailbox post painting on all free standing mailboxes (both black metal posts and white wooden posts) and number standardization for all free standing mailboxes of The Point. The work will begin on a date compatible with the road paving. The painting and number standardization will take into consideration the mailboxes already established in each of the communities of The Point.
- **Website updates**
  - In the interest of full disclosure all Board of Director Meetings will be posted on the Lambeth website at [http://lambethmanagement.com/?page\\_id=2721](http://lambethmanagement.com/?page_id=2721).
  - An updated community letter will be written by Lambeth Management and placed on The Point's website.
- **Mailing to households**
  - A letter will be mailed to each of the 218 homes of The Point containing important information for all residents, such as:
    - Registration for Constant Contact to receive emails containing timely information about The Point.
    - Guidelines to prepare for mailbox numbering and post painting.
    - Updated directory of names and contact information for:
      - The Point at Lake Jeanette 2019 Board of Directors
      - The Point at Lake Jeanette 2019 Architectural Control Committee (ACC)
      - The Point at Lake Jeanette 2019 Landscape Committee
      - The Point at Lake Jeanette 2019 Management Team (Lambeth Management)
- **Lease proposal**
  - A request to lease a room or section in a resident's home was denied.

## ON GOING

- **2019 North State Fiber Internet Installation Status** Installation and service is to begin the summer of 2019. What is the current status?
- **Snow Removal and Ice Melt Application Policy Requested** The policy is posted at the Lambeth Website in The Point Handbook.
- **Pet Bag Containers and Disposal Containers Requested** As more outside walkers with pets use our public roads and dogs in the neighborhood enjoy Checkerberry Square, are we able to add pet stations where needed?

It was noted that the next Board Meeting will be held on August 19, 2019 at 6 p.m. to be followed by an Open Board Meeting at 7 p.m. The tentative location for both meetings is the LJ Swim and Tennis Club.

There being no further business, the meeting was adjourned at 8:15 pm.

Respectfully submitted,

*/s/ Susan Shadis*  
Susan Shadis

\* The Point at Lake Jeanette Association, Inc., Policy on Director Confidentiality, 8.17.2015. "Confidential Information" is all non-public information entrusted to or obtained by a director by reason of his or her position as a director of the Association. It includes, without limitation, non-public information that might be harmful to the Association or others if disclosed, such as:

- Non-public information concerning possible transactions with other entities, information about individual residents within The Point at Lake Jeanette, or information about third parties that the Association is under an obligation to maintain as confidential, and
- Non-public information about discussions and deliberations relating to business issues and decisions between and among the directors, officers, and personnel from the management company engaged by the Association.

**Attachment 1: Questions from the Board concerning the Lake Jeanette HOA (Master) responsibilities to The Point. Questions answered via email before the Board Meeting on Wednesday, June 19, 2019.**

**Lake Jeanette Association, Inc.**

**Answers to Questions posed by Point Board Members  
to be discussed at Point Board Meeting on June 19, 2019 that were directed to Deborah Roskelly, President Roskelly  
Management Associates LLC**

*Dear Point Board Members, Scott and Matt:*

*Thank you for providing your list of questions in advance. I hope you find my answers informative and helpful – they are lengthy, but I wanted to make sure I answered every question raised. I appreciate your interest to learn more about your Master Association and thank you for providing me the opportunity to converse with you – initially on paper. I look forward to seeing everyone on June 19<sup>th</sup> and continuing our conversation. The below questions are numbered the same as the questions on the document presented to me to answer.*

1. Question from Joe Adamczyk:

*Cut and Paste from Joe’s word document: We all pay master Association dues and all payees receive specific “services” for that dues. Imagine that dues is calculated based upon those services and possibly upon the village in which the Member lives. This past year the “services” which the Point received were “cut back” (no pun). Is there a reason why our master dues was not proportionately reduced?*

**Answer:** Joe, thank you for your question – my answer will address each point you have raised and requires a brief explanation of how Associations’ responsibilities are defined. The Master Association and each Village Association of Lake Jeanette are separate legal entities with defined obligations specific to property owned by each as reflected on plat maps recorded with the Guilford County Register of Deeds. Dues were originally established by the Developer prior to turning the villages over to their respective member associations to manage in accordance with each Association’s governing documents – of course, dues have been increased over the years as cost of living has increased. It is the responsibility of each Village Board to understand the scope of the Association’s assets and manage and maintain the same. Most Association Board of Directors contract with a property management company (PM) and in accordance with their Bylaws delegate to the PM all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or the full membership prior to being carried out. PM’s mainly operate on an annual budget approved by the Board and Ratified by the membership. The annual budget normally dictates the annual dues structure of the Association.

In 2018, a member of the Point asked the Master Association Board if the Master is only taking care of areas and assets that are designated as Master Association responsibilities. Since the Master Association had been operating for years prior to my contract, I stepped in and continued to maintain property that I was told was the Master’s responsibility to maintain. However, in order to answer the member’s question definitively, plat searches were performed of all Master Association common area property, and

through this review, we determined that the Master Association has expended thousands of dollars over the years to maintain Point owned property that was not the Master's responsibility to maintain or fund. So services and funds have actually been given to the Point and not cut back.

Consequently, on October 11, 2018, I called and emailed (attached) Scott Lambeth outlining the Master Association's responsibilities specific to the Checkerberry Square and Round-a-Bout Point entrances. The Master Board and I wanted to make sure the Point Board received this information in plenty of time to meet and discuss their 2019 budgeting needs for maintenance and landscaping of their property and also so flowers could be ordered in a timely manner if the Point Board wanted to plant flowers above and beyond those that the Master installs at the Point entrances on Master Common Area property as designated on the plat. On November 15, 2018, I received a request from Scott asking for a meeting that day with him and Tom Anderson to review the plat maps. We met and reviewed plat maps for the Checkerberry and Round-a-Bout entrances and turf areas along the roadside of Dutchmans Pipe and between the two Point entrances.

Master Association annual dues are calculated based on the financial needs of the Association as outlined in its governing documents and recorded plat maps specific to owned and leased common area property and assets, and duties and responsibilities defined under the Lease Agreement with the owners of Lake Jeanette. In accordance with the Declaration of Covenants, Conditions and Restrictions of LJA, the Master Association collects annual assessments to....

- "To promote the recreation, health, safety and welfare of the residents and properties of the Lake Jeanette Development."
- In particular, "for the acquisition, leasing, improvement and maintenance of properties, services and facilities devoted to this purpose" and,
- For "the maintenance, use and enjoyment of Master owned and leased common areas and for the maintenance, use and enjoyment of those improvements and areas outside of the Common Areas but which benefit the properties." The above responsibilities include:
  - The upkeep and maintenance of all the common area property owned by Lake Jeanette Association, Inc. as defined on the plats.
  - Collecting dues from its members as defined in the governing documents,
  - Providing recreational opportunities for Members, and

- Monitoring the lake tract and buffer zones as stipulated in the lease with Lenoir Warehouse Group, LLC.

## 2. Question from Joe Adamczyk relating to entrance plantings.

Cut and Paste from Joe's word document: *The Master (Board?) decided to stop planting annuals at various entrances (our focus is the Point) it appears this was done without any consult with the areas/villages impacted. The decision likely resulted in some cost savings for the Master. Why wasn't our dues proportionately reduced based on those savings or where were those savings applied that benefit Point dues payers? Observation: **The termination of the plantings significantly detracted from the overall aesthetics of the Point entrances. When one travels down Elm Street and passes similar developments they have beautiful plantings and attractive entrances. They deal with the same conditions and yet are able to maintain them appropriately during the various seasons. Even "lesser" level communities and rental properties (Waterside) and have planted entrances – don't "by" the "deer rationale" This is a competitive market and "curb appeal" is important – we've lost ours and it is further impacted by the construction ongoing with the bypass – we need all the "help" we can get – vice a unilateral decision to "terminate" request we look at options to address the challenge and retain our "appeal/appearance"***

**Answer:** Joe, I want to start my answer by agreeing that we all would have loved to see beautiful fall flowers at our Villages entrance beds this past fall. I feel confident in sharing that if flowers had been

installed, we would not have experienced beautiful fall beds. I know you have expressed your opinion re the deer, but they are the direct reason why the Master did not install fall flowers. The large deer population at Lake Jeanette had eaten almost all of the fall annuals planted each year over the previous three years. I consulted with North Carolina Wildlife Agents and the Agricultural Extension Service to get advice and determine if anything could be done to deter the deer. The NC Wildlife Agents shared that our village plant beds are the perfect feeding ground for deer in the winter months since we are so close to the Lake. This fact in combination with the DOT's destruction of acres and acres of woodlands in our area to construct the Urban Loop, created the perfect scenario for an unsuccessful and awful looking fall planting. Agents with the AES said we were already using the deer deterrent products they recommend. One source (cannot remember who now) suggested that we take old cassette tapes, unwind the tape and wrap it around metal posts all the way around each plant bed and through the center of the bed to deter the deer. This would have looked worse than deer eaten flower beds. After considering all the facts and advice from outside agencies, the Master Board made an informed decision that funds should not be spent to feed the deer in the fall of 2018. The agreement was that clean and mulched beds provide better curb appeal than deer eaten beds. Emails were sent to members regarding the Board's decision and replies were received from members throughout the Master development expressing support of the Board's decision. Some members did reply elaborating on ways they could solve the deer population problem. No one has indicated that fall plantings have been terminated indefinitely. I do want to share that Waterford Place Apartment's fall annuals were completely eaten by deer within 48 hours of planting this past fall.

Summer annuals were installed at all the Village entrances that the Master Association is responsible for planting before the first week in May of this year (one week ahead of our usual planting schedule). This installation included the two Point entrance signage plant beds that are the responsibility of the Master Association.

Curb appeal is important and helps maintain property values and attracts buyers to the Lake Jeanette development. Each year, the Master HOA receives calls from non-Association members and communities asking who plants and maintains our summer flowers because they think they are some of the most beautiful in Greensboro. New home buyers often share that one of the things that brought them to Lake Jeanette is the manner by which the overall property is maintained throughout the year.

Home sales in the Villages of Lake Jeanette have remained consistent over the past three years at approximately 63 homes sold per year across the Master development. Many homes sell within days of being placed on the market. I am delighted to share that homes in DayBreak Square frequently sell before a sign can be placed in front of the house.

Joe you raised a great point in your above question, the Point's entrances should be maintained and landscaped the way the Point Board chooses to landscape and maintain them. This is why the plat maps delineate that responsibility to the Point Association. There are three villages (The Point, Northern Shores Estates and Eastern Shores Estates) at Lake Jeanette that were developed to be secured villages if that is how each respective Village Association wanted to manage their entrances. Village entrances with a guard house and the potential for security controlled access own all of their entrance landscape, hardscape, structures, guard house, etc. For example,

Northern Shores Estates: The Master HOA has no responsibility for anything at this entrance. Eastern Shores Estates: The Master HOA has a very small plant bed in front of their name sign. The Point: The Master HOA has a plant bed at Checkerberry Square underneath the name sign and also a plant bed at the Round-a-Bout entrance under the name sign.

### 3. Question from Joe Adameczyk

*Exactly what do we get from the Master for our dues?*

**Answer:** Joe, I answered this question in the email I sent to the full Point Board on April 17, 2018 (attached). Refer to the heading in the email labeled Master Association Annual Dues Structure which gives the link to a document posted on the Association's website that defines the Maser Association and what the dues cover <http://ljevillages.com/downloads/What-is-the-Master-Association.pdf>. This document is also attached to the email questionnaire I received from the Point. Since you are asking the question again, I am going to take a little different approach to explain the answer and I think this might help everyone gain a better understanding of the Master Association and the purpose of dues.

The Villages of Lake Jeanette were developed around a man-made lake currently owned by Lenoir Warehouse Group LLC. The Master Association holds the Lease Agreement with the owners of the Lake specific to the Lake Tract (Lake and 50 Foot Buffer around its perimeter – Master common area property) and thus is the Association which governs access to the lake by all 1,165 member homes and monitors and controls use of the lake and its buffer zones in accordance with the Lease Agreement and Master Declaration of Covenants, Conditions and Restrictions.

All homeowners are granted access to the lake via the Marina (Master Common area property) and Lake View homeowners are granted access to the lake across land owned by LWG and leased by LJA as Master Common area property (50 foot buffer zone) via their Deeds which are tied to the Lake Jeanette Association Declaration of Covenants, Conditions and Restrictions.

The Master has no governing authority over how any Village Association chooses to operate or maintain their common area property and assets. The Master has no governing authority over what any homeowner does on their personal property and that

includes all 1,165 member homes. The Master does have governing authority to set and collect dues to maintain Master Common area property (owned and leased).

Over half of the Master operating budget relates to the lake, buffer zones, and Marina operations. The Master has some defined common area property in front of almost every village entrance. Northern and Southern Shores were not established as separate village Associations, so the Master has common area property that runs through these two villages. Of note, 53% of LJ member homes are represented by the individual villages of Northern and Southern Shores so most of the dues/revenue are generated by these two villages.

Joe – I guess you are thinking is she ever going to tell me “exactly what we get for our Master dues.” Please refer back to my answer to Question #1 specific to why the Master Association collects dues and keep that language in mind when reading the below lists of items that members receive from the Master Association. I have tried to be as “exact” as possible, but I may have left some things out.

#### ☐ Lake Jeanette

- Access to Lake Jeanette for both Lake View and Non-Lake View homeowners
- Lake Patrol to monitor the lake and 50 foot buffer around the perimeter of the lake to

protect the Lease Agreement with owners of the lake

- Lake Patrol to assist members
- Lake Clean Up
- 10 Gazebos with deck seating, trash receptacles and signage
- 10 T-docks with ring buoys, throw ropes and clamps for safety (these docks were mainly built on the lake so members of the various villages could visit other villages by water)

- Trash Collection
- Maintenance of docks, gazebos, signage ○ Two pedestrian bridges over Lake Jeanette
- Trash Collection
- Signage
- Maintenance of each bridge (replacing warped boards – checking for protruding

nails, etc.)

- Beaver Trapping to protect buffer
- Trail access to all trails on Master Common area property and trail maintenance of Master designated trails. The Point maintains its trails because they are private to Point Members only.

#### Marina

- Access to the Lake Jeanette Marina and all assets at this location
- 5 Floating T-Docks with main deck extension and 4 electrical columns graded for usage

near water

- Gazebo on the lake with deck seating and shingled roof – wired for electricity – two

ceiling fans – fire extinguishers - signage

- Boat Ramp with small floating dock signage at boat ramp
- Large Rules of Use of Lake Jeanette sign
- Private Facility & No Trespassing signs
- Picnic Shelter with shingled roof – cement floor – four picnic tables
- Marina office building with shingled roof
- Marina restroom facilities
- Marina Gravel Parking Lot
- 90 Rack Spaces (15 sets of timber racks – 6 slots each) numbered
- Boat Slips – 48 (38 of these are for rent)
- 36,481 Sq. Ft. Dry Storage Facility at 803 Roberson Comer Rd. – gravel lot – 52 numbered

spaces for rent - signage to delineate spaces – chain link fence – razor wire – bull dog

security lock for secured gate

- Bed to a tractor trailer truck – wired for electricity – used to store Christmas decorations
- Rental Pontoon – 20 foot Bennington
- 2008 Yamaha Motor
- Boat Trailer
- Rental Canoes – 2 Tandem
- Rental Kayaks – 2 Solo
- Rental Paddle Boards - 4
- Jon Boats – 3 (1 purchased in 2018 and 2 purchased 2019 to replace damaged boats)
- Patrol Boat – 1 Caribbean Skiff and Motor
- Marina Security Gate and Camera System
- Marina Controlled Access Cards & database
- Two Annual Social Events at the Marina – July 4<sup>th</sup> and Christmas
- Installation of Christmas decorations at Marina – repack and store
- Fire Safety Inspections
- Marina Septic Lift Station
- Two water pump stations – picnic shelter & boat ramp
- Plumbing Repairs re Marina
- Electrical Repairs re Marina
- Low voltage Lighting at Marina entrance
- Duke Energy decorative Lighting along Marina drive and parking lot
- Duke Energy pole lights on Marina grounds for safety and security
- Duke Energy pole lights at Dry Storage facility
- Marina office deckings system



- Marina office equipment—computer—printer—office supplies
- Marina office printing needs for licensing agreements (rental) – Rules of Use of Lake

Jeanette – Qualifying Member Applications, etc.

- Marina cleaning supplies
- Marina toiletry supplies
- Marina office carpet and painting
- Two gas grills – picnic shelter and gazebo
- Marina grounds signage
- 350 feet Split rail fence
- 410 feet chain link fence
- 52 adult Life Jackets
- 10 child size Life Jackets
- 14 sets of boat paddles
- Patrol boat shelter built in water with shingled roof and wired for electricity ○ Two outdoor utility sheds
- 1 OSHA graded cabinet to hold gasoline
- Gasoline for boats (patrol and pontoon)
- Boat maintenance and repairs
- Marina insurance policies – G. L., D&O, Watercraft and Umbrella
- Marina staffing contract—Marina Manager and staff
- Sales tax filings
- Collection of Marina accounts by RMA
- Boat registration stickers
- City Water to Marina building, bathrooms and pump stations
- City Water to Marina irrigation
- 6 Poly lumber Picnic Tables – grounds and gazebo
- 2 Poly lumber Benches—grounds
- 2 Poly lumber Adirondack Chairs and 1 Table – Office Building
- 2 Metal Tables—gazebo
- 50 sling back chairs for events
- Grounds maintenance
- Shrub and Bed maintenance
- Turf fertilization programs
- Annual Aeration and Seeding
- Installation of pine needles
- Marina entrance signage, landscaping, irrigation, and low voltage lighting

Other Defined Master Common Area Property

- Low Voltage Lighting all village entrances—total of 396 fixtures and 28 transformers

(\$12,558.03 was spent on the two point entrances in this regard and was the second most

costly area to light.)

- Payment of Duke Energy Bills re village entrance power meters
- Flower Installation and maintenance (usually two rotations per year)
- Christmas decorations at all village entrances – install, take down, pack, store
- Groundsmaintenance
- ShrubandBedmaintenance
- Turf fertilization programs
- Annual Aeration and Seeding
- Installation of pine needles
- Landscape replacement
- Pavilion on Northern Shores Lane open to all members – open structure – shingled roof –

wired for electricity – 4 poly lumber Adirondack chairs – trash receptacle and pick up –

stone features

- Insurance Coverages for HOA policies (G.L., D&O and Umbrella)
- On-site Property and Operations Management of all Master Common Area, Marina, and

all contract vendors

- Annual Audit and Tax Filing
- Accounting CPA – collection of dues
- Legal Fees – collection of delinquent accounts and other matters requiring legal services ○ Sidewalks not maintained by the City – open to all members
- 8 Fido Stations, supplies, collection throughout Master Common Area Property
- Treeremoval
- VillageEntranceSignage(includesthePoint'stwosigns)
- 10 Irrigation systems that water Master Common area property

#### **4. Question from David Rosenstein relating to LJ Master Association Covenants:**

*Do they institutionalize the current association hierarchy, i.e. Master Association / Village Association?*

**Answer:** David, thank you for your question. You have probably already gathered the answer from reading the above... each village (excluding Northern and Southern Shores) of Lake Jeanette is a separate legal entity with its own set of governing documents, defined governance and responsibilities. The Master Association has no governing authority over any Village Association. Northern and Southern Shores homeowners govern each other. It is similar to property being subject to both County and City laws. Both apply and both are enforced by the respective municipality.

Since we have Master Restrictive Covenants that have binding language relative to the Lake Tract, Lease Agreement, and lake view and non-lake view Deeds, Village Associations could not amend their Village Restrictive Covenants in any manner that would be in direct conflict to the Lake Jeanette Association, Inc. Master Declaration of Covenants, Conditions and Restrictions

unless those were also amended. Each Village's governing documents should contain language (normally in the "Whereas" clauses) that bind their village to the Master Declaration of Covenants, Conditions and Restrictions.

Covenants and restrictions run with and bind with the land for a number of years. For example, the Master's binding term is 50 years from the date the Declaration is recorded (11/18/1992). After this period of time, the Master Declaration of Covenants is automatically extended for periods of ten years. The Master's Declaration could have been amended during the first 20 year period by an instrument signed by no less than 90% of the lot owners = 1,049 lot owners. After 2012, the required signed instrument vote dropped to 75% = 874 lot owners.

## **6 Question from Susan Shadis re homeowner satisfaction**

*How many homeowner concerns or issues did Matt Peel and Deborah Roskelly receive during 2018? What was the nature of the homeowners' concerns? Has management considered surveying the Point residents to ensure the services currently provided are aligned with the needs of the homeowners?*

Susan, I think this is a very important question and I am going to provide much more info that anyone probably wants to read.

There are 1,165 member homes in the Master Development. On average, RMA receives approximately 230 calls per month and 334 emails per month – RMA's response is normally immediate if the call can be accepted – same day for return calls. Emails are same day depending on time of day received. Next day reply if after work hours. These include calls/emails from members, perspective buyers, Real Estate Agents, Closing Attorneys, Owners of Lake Jeanette, LJ Contractors, the City of Greensboro re work orders, other property management companies, Members of Village Boards and ACC Chairs asking my opinion regarding an issue they are dealing with, general public inquiring about how to fish on Lake Jeanette, sometimes other Associations in Greensboro asking how we "do things" in our HOA, etc.

To answer the "nature of homeowner's concerns," I have attached a small sampling of the type calls that RMA received in the months of January and February 2018 from members only. I sorted the log by Village and then deleted the member name column and X'd out any other identifying information for purposes of confidentiality. I do not normally keep a detailed call log. I kept this log of members' calls in January and February because we had a new member on the Master Board and I thought the log would be a good way to show the types of communications that come through my office relating to Master HOA member questions/concerns. January and February are always the slowest months of the year so this log is not indicative of the number of calls I receive most months throughout the year, but it is somewhat indicative of the types of calls I receive. During the spring/summer months, there will be many calls specific to activity on the Lake and Buffer Zones. As you will see, there are many entries where homeowners call me when they should be calling their Village HOA Property Management Company.

The Master Board has never conducted a formal satisfaction survey, however, based on member emails, calls, and office walk-ins, I would rate member satisfaction re the Master Board and RMA as "Very Good." For example, in 2018, the Master Board of Directors received emails representing well over 300 members across the development complimenting RMA and the Master Board of Directors for work it performs on behalf of Lake Jeanette.

RMA has been providing on-site property and operations management to Lake Jeanette Association, Inc. and Lake Jeanette Recreation Association, Inc. for thirteen years. I am an **on-site** property manager and this is very different from an off-site

management company. It is easier for me to perform pro-active management because each time I leave my home I am visually assessing the Master's common area property and assets that I can see while driving my car. I also frequently walk the property with my dog, Huckleberry.

The Master Board and RMA have taken many steps over the years to educate Lake Jeanette homeowners specific to their Master Association and its responsibilities in order to promote satisfaction. There are numbers of articles and descriptions of services posted on the Master Association's website that explain and inform members in this regard. A detailed welcome packet is also mailed to new homebuyers not only to say "Welcome" but to share information and where to find it regarding their Master Association.

The Master runs a Constant Contact email service so we may communicate with our membership. As of this writing, we have 2,394 members in this database and it is well received. The Master Association also runs a transparent operation, posting all Board Meeting and Annual minutes on the Association's website.

*10. Debby Reynolds asked a question about mulch that can be used for paths/trails.*

I think this question was posed to Lambeth Management specific to Point Trails. I would like to share that the Master Association has a stockpile of shredded hardwood mulch that is free to all Village Associations for mulching their trails. This information has been shared via Constant Contact emails to our membership and also provided to other Property Management Companies who hold contracts with the various villages of Lake Jeanette. RMA started this wood recycling program about 10 years ago and it has saved the Master Association approx. \$200,000.00 in purchasing mulch for Master HOA trails. The Board of Directors for Cape May and Turnstone have shared that the use of this mulch has also saved thousands of dollars for their villages.

Answers Submitted by Deborah Roskelly, President Roskelly Management Associates LLC  
5040 Bass Chapel Rd.  
Greensboro, NC 27455

6.7.19

**Attachment 2: Lake Jeanette HOA Association, Roskelly Management Associates LLC Email RMA sent to Lambeth Management on Oct. 11, 2018 regarding the Master Association's responsibilities at the Point entrances.**

Lake Jeanette HOA 21455 <deborah@roskellymanagement.com>  
 RE: Master Association's Responsibilities Re Point Entranceways - Defined  
 To: Scott Lambeth <scott@lambethmanagement.com>

Can you meet me at 11:30 am today

Deborah Roskelly, President  
 Roskelly Management Associates LLC  
 Providing Property & Operations Management For  
 Lake Jeanette Association, Inc. &  
 Lake Jeanette Recreation Association, Inc.  
 Mobile: 336-382-3663  
 Marina: 336-337-0057  
 Swim & Tennis: 336-601-3395  
 deborah@roskellymanagement.com

From: Scott Lambeth [mailto:scott@lambethmanagement.com]  
 Sent: Thursday, November 15, 2018 6:23 AM  
 To: Deborah Roskelly <deborah@roskellymanagement.com>  
 Cc: scott@lambethmanagement.com; matt.lmgmt@gmail.com  
 Subject: RE: Master Association's Responsibilities Re Point Entranceways - Defined

Deborah

Would you have time this afternoon or tomorrow so I can meet you in your office to review these maps?

Scott Lambeth  
 Lambeth Management  
 Box 8071  
 Greensboro, NC 27419

lambmgmt@gmail.com  
 scott@lambethmanagement.com  
 www.lambethmanagement.com

From: Deborah Roskelly <deborah@roskellymanagement.com>  
 Sent: Thursday, October 11, 2018 10:56 AM  
 To: 'Scott Lambeth' <scott@lambethmanagement.com>  
 Cc: 'Bob Ellis' <bellis@southernscapes.net>; Dixon Johnston <dixon.johnston@gmail.com>  
 Subject: Master Association's Responsibilities Re Point Entranceways - Defined

Hi Scott,

I am emailing in follow up to our recent phone conversation re the Point and Master Associations' responsibilities as they relate to the Point entrances. As you know, over the years there have been many questions regarding what the Master Association is responsible for relating to these entrances. In order to determine the accurate answer, I obtained a printed copy of each plat map from the Land Records office with the Register of Deeds – electronic copies attached. Master Association responsibilities are marked as "MCA" and individual Village Association responsibilities are marked as "SCA." The plat maps specific to areas of the Point that include the two Point entrances (Checkerberry and the Round-a-Bout) are attached as well as plats for the common area grass and berm sections that run along Bass Chapel Rd.

The Checkerberry Square entrance shows two areas that are designated as Master (MCA) responsibilities:

1. "Planted Median in the Right of Way to be maintained by the Master Association." This is the only area that the Master Association is responsible for specific to this entrance and those responsibilities include the monument median structure in the right of way, Point Sign that sits in this median, and flowers that are planted in this median structure.
2. MCA marked 0.451 acres that runs from the right of this entrance to the bridge that crosses Lake Jeanette on N. Elm St. The Master is responsible for maintaining this turf strip.
3. The Master Association will continue to maintain the low voltage lights at each village entrance for continuity throughout the development. This includes both Point entrances.

The Round-a-Bout entrance shows two areas that are designated as MCA responsibilities:

1. "MCA Island" This is the island in the center of the entrance where the Point signage sits. This is the only area that the Master Association is responsible for specific to this entrance and those responsibilities include the monument island structure, Point sign that sits in this island, and flowers that are planted in this island.
2. "MCA 0.026 acres" This is the small section of turf on the left side of the entrance before you enter Dutchmans Pipe owned common area. The Section Association of Dutchmans Pipe is responsible for all the turf and natural area on the left side of this entranceway moving towards the bridge that crosses Lake Jeanette. See the attached plat maps for Dutchmans Pipe at the Point. As you can see there is no designation for MCA.
3. "MCA 0.157 acres" This is the turf area on the right side of the entrance that is the responsibility of the Master Association. It measures 10.02 feet in width starting at the roadside curb and is the easement right of way.

I am compiling the 2019 budget for the Master Assn. and I am making adjustments to reflect these changes. When preparing your 2019 Point operating budgets, please make sure to include the following since these items fall within the Point and Dutchmans Pipe Section Association responsibilities as SCA owned and maintained common areas.

1. Grounds maintenance of the turf area along Bass Chapel Road (left side of Round-a-Bout Point entrance) that is owned by the Section Association of Dutchmans Pipe.
2. The Master removed dead and brown Juniper from in front of the stone walls at this entrance and planted Sunpatiens where the dead Juniper was removed this year. The Master HOA operating budget for 2019 will not include flowers in front of the stone walls since this area is the responsibility of the Section Association. Please let [REDACTED] know if the Point wishes to plant flowers in front of these walls or if you prefer to replant evergreens in front of these two stone wall sections.
3. Grounds maintenance of the turf and berm area that runs along North Elm Street between the Round-a-Bout entrance and the main Point entrance at Checkerberry. This includes turf maintenance, pine needles, and the irrigation system for this area as it waters Point owned property. See below note re specifics of this system.

NOTE: Earlier this year, I contacted [REDACTED] to see if he could repair the cement sections of the main entrance that are crumbling. After reviewing the plat map, this area is not the responsibility of the Master Association so I cannot expend Master funds to make this repair. [REDACTED] contact number is [REDACTED] if you want to contact him in this regard. [REDACTED] plan was to perform a trial repair on a couple of sections before giving me a final quote.

The irrigation system that needs to be placed under the Point Association's name and mailing address is noted below. This system irrigates Point owned common areas. The annual bill for this system in 2017 totaled \$1,849.00. As of August 2018, the total = \$924.87. I suggest allocating at least \$1,800 annually to run this system plus \$81.50 for back flow testing and report to the City. This irrigation system should have been turned over to the Point Association after that portion of the development was completed since it irrigates SCA owned property. My guess is that the person in charge at that time failed to transfer this system.

Location Address of Meter: 4100 N. Elm St. - Meter #: 18313152 - Meter Size: 5/8 x 3/4" - Account #: 370-2789.300  
Please let me know if you have any questions. I will be happy to meet you to review the large print out plats or visit each location to discuss. [REDACTED] and I met earlier today and he will be able to provide additional figures for the above items that the Point and Dutchman's Pipe Association are responsible for maintaining. I have copied [REDACTED] and Dixon Johnston on this email.

Best,

Deborah Roskelly

Deborah Roskelly, President  
Roskelly Management Associates LLC  
Providing Property & Operations Management For  
Lake Jeanette Association, Inc. &  
Lake Jeanette Recreation Association, Inc.  
Mobile: 336-382-3663  
Marina: 336-337-0057  
Swim & Tennis: 336-601-3395  
deborah@roskellymanagement.com

**Attachment 3: Lake Jeanette Association, Inc. Roskelly Management Associates LLC Email RMA sent to The Point's Board of Directors, Master Board President, and The Point homeowners who serve on the Master Board who attended the Open Board Meeting on April 15, 2019.**

Lake Jeanette HOA 21455 <deborah@roskellymanagement.com>

Lake Jeanette Association, Inc. (Master HOA) & Roskelly Management Associates LLC

To: Anderson Tom

Cc: Leigh Rebecca, Rosenstein David, McLean-Scocuzza Tracy, Debby Reynolds, Adamczyk Joe, Shadis Susan, Dixon Johnston, Robin Stiles, Tom Weiss

All – I apologize for sending this email again; however, I left the "08" out of Tom's email so it returned to me - now corrected.

Hi Tom,

Thank you for taking my call yesterday. I think we had a good conversation about a number of items. As you requested, I am following up with an email to you and the Point Board. I apologize for the length of the email; however, we spoke at length and I want to make sure I have included all the items we discussed. My reason for calling was two fold...

**1. To correct the information you gave as the Point Board President to your membership at your open board meeting that the Master Association pays Roskelly Management Associates (RMA) \$125,000.00 annually. Facts relating to my company's annual fee are noted below. These facts are also posted on the Association's website in Master Board of Director minutes. <http://jvillages.com/minutes.html>. My contract fee is \$78,500 and in 2018, I gave over \$21,000.00 to Lake Jeanette Association as detailed below.**

Please refer to Tab #1 in the attached Master operating budget spreadsheet. The on-site Property & Operations contact is under cost center 57450 and further detail is highlighted in yellow on the same spreadsheet. This 2019 Operating budget was ratified by the Master membership at its 2018 Annual Meeting. This budget was mailed to each 1,165 member home and also emailed to those members who have given their consent to receive emails from the Master HOA. We do not post the budget on the Association's website because it is harmful to our contractual bidding processes.

**RMA's 2018 Annual contract fee totaled \$78,500.00 and RMA gave \$21,065.00 to Lake Jeanette Association in 2018 as follows:**

\$9,150.00	Transfer Closing Fees (PM companies may legally collect and retain home closing fees – RMA gives 100% to LJA)
\$3,515.00	50% Late Fees (PM companies may retain 50% of late fees collected – RMA gave 100% to LJA)
\$4,800.00	RMA pays the HOA Office Lease payment to provide an on-site office for LJA and sub Association's use
\$3,600.00	RMA pays the annual Constant Contact email fee to provide an electronic means to communicate with LJA membership

**Looking at the past four years, since 2015, RMA has given \$29,857.00 to LJA in Transfer Closing Fees and 50% Late Fees.**

\$20,500.00	Transfer Closing Fees
\$ 9,357.00	Late Fees (50%)

Prior to 2018, RMA was paid \$54,000.00 a year by LJA. A member of the Point voiced concerns re RMA's contract fee in early 2018 so I requested that the Master Board place the property and operations management contract out to bid. A RFP was created and the bidding process was conducted by the Master Board. Four Property Management companies placed bids and an additional company declined to bid. Bids ranged from \$110,000.00 to \$73,395.00. Refer to the Board minutes posted on the Association's website at <http://jvillages.com/downloads/Minutes-4-24-18.pdf>

**2. My second reason for calling was to let you know that I will be happy to attend a Point Board meeting or meetings to answer any questions your Board may have relating to the Master Association. If I understood you correctly, there seems to be concern over inequality of Master spending as it relates to the Point compared to other villages in the Master HOA especially Northern and Southern Shores. Of note, member homes in Northern and Southern Shores fund more than half (53%) of the Master budget.**

The Master Association owns acres and acres of common area property which is detailed on the various plats of the Master development. The Board works diligently to maintain and improve this property for its membership in order to maintain and increase property values. The Master may only spend funds on property it owns or leases (lake tract), or has a deeded easement on the plat to maintain.

Please refer back to the attached ratified operating budget for 2019. This spreadsheet includes numerous tabs that delineate direct expenses paid by the Master HOA per the eleven villages at Lake Jeanette. The Point is highlighted in yellow and summarized as follows.

- Tab #2: Total Lots per village and the percent of Master HOA budget they fund – Point Villages are highlighted in yellow
  - 2.4 % Dutchmans Pipe
  - 4.1% Indigo
  - 1.8% Laurel Cove
  - 3.1% Rosebay
  - 7.3% Checkerberry Square

2017 & 2018 Direct Expenses Re the Point - relayed in a detailed property reports included in the Annual Meeting packets for each year

- \$12,558.02 LED Low Voltage lighting at the Point Village entrances – Tab #3
- \$ 2,360.00 Duke Energy bills relating to the Point – Tab #4 - this amount is times 2 to include 2017
- \$ 6,000.00 Maintain the three docks in the buffer zone behind Point Association Common Area property – Tab #5 times 2
- \$1,164.00 Removed dead Juniper and planted 14 Carissa Hollies - pine needled -Point entrance
- \$176.00 Replaced stolen low voltage light fixture & lamp, wire repair Point entrance
- \$65.00 Replaced one rotor head on irrigation system - Point entrance
- \$332.00 Irrigation backflow tests performed for 2 systems and reported to City of Greensboro times 2
- \$5,500.00 Beaver Trapping re Point lake view lots includes 2017 and 2018
- Weekly garbage collection and disposal from Dutchman's Pipe, Bearberry Point, Indigo Lake Terrace, and Laurel Cove trash containers at docks/gazebos. This is a contract for all garbage collection at all village docks so the specific amount for the Point is not broken down.

\$28,155.02 Approx. Total Direct Expenses Re the Point over the past two years.

***Additional Items You Questioned During our Conversation:***

**Lake Jeanette Marina:** During our call, you indicated that you thought the Lake Jeanette Marina was a separate legal entity from the Master HOA. The Master HOA owns the Marina and is responsible for maintaining this large asset and protecting LJA's Lease with the owners of Lake Jeanette. Close to half of the Master budget includes expenses to maintain the Lake, monitor the buffer zones, meet with lake view lot owners, deal with violations, run Marina operations, purchase and maintain rental vessels, pick up trash on the lake, village dock garbage collection and disposal, insure the same with general liability, watercraft, umbrella, Directors & Officers coverages, plus all the ancillary contracts and services required to run the marina and maintain its grounds, electrical, lighting, water, and facilities.

All 1,165 member homes benefit from these dollars spent whether they use the Marina or not. Approximately 63 homes sell every year in the Master development. I speak with almost every new home buyer and without fail, they share that it is the pristine and natural beauty of Lake Jeanette, all the recreational and relaxation opportunities at the marina, Lake Jeanette Swim and Tennis Club, and the way the grounds are maintained throughout the development



that brought them to purchase a home in Lake Jeanette. The Lake Jeanette Swim and Tennis Club is a separate legal entity.

RMA and the Marina Contractor work diligently to bring additional revenue into the Marina to offset Master operating expenses. Revenue is created via space and recreational rentals and qualifying applicant members. Refer to the attached Marina Rental Summary spreadsheet.

**Master Annual Dues Structure:** posted on the Association's website, mailed in Annual Meeting Packet, and emailed to membership:

\$363.00 Non Lake View Lots (\$181.50 paid in Jan. and July) = \$30.25 per month to maintain all Master HOA common area property & assets

\$726.00 Lake View Lots (\$363.00 paid in Jan. and July) = \$60.50 per month to maintain all Master HOA common area property & assets

The following link carries you to the Association's website document that defines the Master Association and what dues cover. <http://ljvillages.com/downloads/What-is-the-Master-Association.pdf>

**Member Consent to participate in electronic communications** - attached: You indicated that you do not participate in receiving Association emails. This form is mailed to all member homes each year in the Annual meeting packet and also included in the Welcome packet to new members. Please consider joining this database. We currently have 2,386 member email addresses so most homeowners participate in electronic mailings. This is the means by which the Master Association communicates with its membership. We do always mail the Annual Meeting Packet and any other item that necessitates a US Postal mailing.

**Master Association's website:** [www.LJvillages.com](http://www.LJvillages.com). You indicated that you do not know how to reach the Master Association's website - if you forget the exact address, Google will also direct you to this website. The website is also posted on all communications from the HOA.

I hope this email answers the questions we discussed during our phone call. I have marked my calendar for the next Point Board of Directors meeting on Monday June 17<sup>th</sup> at 6:00 pm in RMA's office at the Lake Jeanette Swim and Tennis Club. I look forward to seeing everyone, answering any further questions, and working together on behalf of our lovely community. I have copied Dixon Johnston, President of the Master Association on this email along with Robin Stiles, Treasurer of the Master Association and Tom Weiss, Secretary of the Master Association since they were both in attendance at the Point's open Board meeting.

Best regards,

Deborah Roskelly



Deborah Roskelly, President  
 Roskelly Management Associates LLC  
 Providing Property & Operations Management For  
 Lake Jeanette Association, Inc. &  
 Lake Jeanette Recreation Association, Inc.  
 Mobile: 336-382-3663  
 Marina: 336-337-0057  
 Swim & Tennis: 336-601-3395  
[deborah@roskellymanagement.com](mailto:deborah@roskellymanagement.com)

**Lake Jeanette Association, Inc.**

**Member Request and Consent to Receive Association Correspondence  
via Electronic Mail specific to Meeting Notices and other communication**

**Member(s) Names:** Please Print

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**Address of Lake Jeanette Home:** Please Print

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Greensboro, NC 27455

**Village Name:** Please Print

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By placing our signatures below, I/We, as owners of the above noted property and as members of Lake Jeanette Association, Inc. (The Master HOA) do:

1. Request and consent to receive Electronic Mail communications from the Association specific to Meeting Notices (including the Annual Meeting packet) and other communication;
2. Understand that annual invoices/statements and official late/delinquent Association dues notices will be mailed via First Class Mail to Association lot address and any other address I have requested to be on file as required by NC General Statutes,
3. Accept responsibility for notifying Lake Jeanette Association via its property management company noted on the Association’s website [www.Ljvillages.com](http://www.Ljvillages.com) of any Electronic Mail address changes in the future, and
4. Agree that the Association will not be held responsible for its inability to communicate with me if I fail to keep my electronic address current and on file with the Association.

\_\_\_\_\_  
Homeowner Member #1 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address for Association communication for Homeowner Member #1

\_\_\_\_\_  
Homeowner Member #2 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address for Association communication for Homeowner Member #2

**Attachment 4: June 25, 2019 email to The Point Board from Roskelly Management's Summary of Point Board of Directors Meeting Additional Questions and Answers.**



**Deborah Roskelly, President Roskelly Management Associates LLC**

**5040 Bass Chapel Rd., Greensboro, NC 27455**

**[Deborah@roskellymanagementassociates.com](mailto:Deborah@roskellymanagementassociates.com)**

**336-382-3663**

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**June 19, 2019**

**Roskelly Management's Summary of Point Board of Directors Meeting**

**Deborah Roskelly invited to meeting to answer questions posed by Point Association Board of Directors relating to Lake Jeanette Association, Inc. (Master)**

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**Present:**

**Tom Anderson, President Point Association Rebecca Leigh, Vice President**

**Susan Shadis, Secretary**

**David Rosenstein, Treasurer**

**Matt Peel, Lambeth Management, Property Manager for the Point Assoc.**

**Deborah Roskelly, Roskelly Management, Property & Operations Manager for Master**

**Absent:**

**Joe Adamczyk, Tracy McLean Scocuzza**

Tom Anderson called the meeting to order at 6:00 pm and thanked Deborah for her answers in writing to their written questions received in advance of the meeting. Relayed to his Board that he appreciates the time and effort put into these answers. Shared that Deborah is here to provide further answers if there are other questions.

Following are questions and answers discussed during this meeting that relate to Lake Jeanette Association, Inc. (Master).

**1. How many acres of turf does the Master Association maintain?**

A. Nineteen acres - noted in the Master Association document titled *Definition of Master Association and What Dues Cover* posted on the Association's website and given via emails to the Point Board on April 17, 2019 and June 7, 2019. <http://lvillages.com/downloads/What-is-the-Master-Association.pdf>

## **2. How many of the 19 acres are in the Point?**

A. None, the Master Association does not own any property in the Point.

## **3. Who decided that the Master does not own property in the Point?**

A. The Developers who planned and developed the Villages of Lake Jeanette. Responsibilities for each village association are noted on the plat maps for each phase of the development recorded in the Land Records office of the Guilford County Register of Deeds.

## **4. What does the Master take care of in relation to the Point?**

A. The Property the Master is responsible for maintaining near the Point's two main entrances was detailed in an email to Lambeth Management dated October 9, 2018 with a request to share with the Point Board President so it could be shared with the full Point Board of Directors. This email was also included in my written responses to the Point's questions via email on June 7, 2019. Tom Anderson added that he had met with Scott Lambeth and Deborah Roskelly in November 2018 and reviewed the plats and the Point Board needs to have a future meeting to discuss its owned common area property and plans to maintain the same.

Following is an excerpt from the Oct. 9, 2018 email detailing the Master's responsibilities near the two Point entrances.

**The attached plat map for the Checkerberry entrance shows two areas that are designated as Master Association "MCA" (Master Common Area) responsibilities:**

1. Refer to the circular Detail "Planted Median in the Right of Way to be maintained by the Master Association." This is the only area that the Master Association is responsible for specific to this entrance. Responsibilities include the monument median structure and signage and flowers for the monument median planting. The 2019 Master Association operating budget will only include flowers for this MCA owned area and the Master Association Capital Fund Plan will only include the median monument structure and signage.
2. Refer to the MCA marked 0.451 acres that runs from the right of the entrance to the bridge that crosses Lake Jeanette on N. Elm St. The Master is responsible for maintaining this grass strip.

NOTE for Inclusion in Point HOA 2019 Operating Budget: All other areas at this Point entrance are the responsibility of the Point at Lake Jeanette Association as designated on the plat map by "SCA." This would include entrance landscaping and maintenance, turf maintenance of the areas marked SCA, road work to the private road entranceway, guard house, and any other flowers the Point Association may want planted at this entrance (i.e. guard house and both sides of the entranceway).

**The attached plat map for the Round-a-Bout entrance shows the following areas that are the responsibility of the Master HOA:**

1. Refer to Detail of MCA Island. This is the island in the center of that entrance where

the Point signage sits. The Master is only responsible for this Point center island monument, the sign, and flowers planted in front of the sign in the center island.

NOTE for inclusion in Point HOA 2019 Operating Budget: The Master removed dead and brown Juniper from in front of the stone walls at this entrance and planted Sunpatiens where the dead Juniper was removed this year. The Master HOA operating budget for 2019 will not include flowers in front of the stone walls since this area is the responsibility of the Section Association.

2. Refer to MCA 0.026 acres - this is the small section of turf on the left side of the entrance before you enter Dutchmans Pipe owned common area. The Section Association of Dutchmans Pipe is responsible for all the turf area on the left side of this entranceway moving towards the bridge that crosses Lake Jeanette. See the attached plat maps for Dutchmans Pipe at the Point. As you can see there is no designation for MCA.

NOTE for inclusion in Point HOA 2019 Operating Budget: The Master Association has been paying for mowing, aerating, seeding and maintaining this large section of turf in previous years. Since this area is not owned by or designated as Master Association

common area property, please include all aspects of maintaining this area in the Point's 2019 operating budget moving forward.

3. Refer to MCA 0.157 acres – this is the turf area on the right side of the entrance that is the responsibility of the Master Association.

## **5. How many miles of trails does the Master maintain?**

A.

Two miles - This number is included in the definition of the Master Association document posted on the Association's website and emailed to the Point Board as noted above. The Association's website also contains descriptive information including approximate linear footage of each Master Trail. <http://ljevillages.com/nature-trail-system-greensboro.html>.

In addition to the two miles of Master Association maintained trails there are trails in the Point designated on plat maps as "Walking Hiking Trails." These trails were established by the developers to be private to the Point villages since the Point was developed to be a secured village. These trails run through the 50 foot buffer that is leased Master common area property because it is part of the Lake Tract. Lake view lot owners' Deeds, the Master Association Restrictive Covenants, and the Lease Agreement require them to maintain the 50 foot buffer adjacent to their property in accordance with the Buffer Zone Policy (at their expense) in exchange for direct access to the lake across the 50 foot buffer for boating and fishing purposes only. Tom Anderson added that the Point Association takes care of any trees that fall on their trails.

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## **6. Does the Master take care of trees in Northern Shores?**

A. Yes, the Master takes care of trees that fall and present hazardous conditions on all of its owned common area property including trees in the Master owned property in Northern Shores. This property is open to all 1,165 member homes and many

residents throughout the villages walk the wooded sidewalks in Northern Shores. Northern Shores does not own any common area property. Northern and Southern Shores are not organized village associations.

**7. The Master Operating Budget for 2019 indicates a \$25,000.00 expense line item for tree removal. How much has been spent thus far in 2019?**

A. \$11,750.00 - spent as of May ending as shown on the Income & Expense Statement for the Master – shared on the monitor during the meeting. Shared in the June 7, 2019 email to the Point Board, the Master has a wood chip recycling program that offsets the tree removal expense line item. This free program also has the potential to offset all village association trail mulching line items. This program has saved the Master Association approximately \$200,000.00 over a ten year period.

**8. Deborah provided a virtual tour of the Master Development sharing the locations of Master owned common area property that sits near each Village entrance.**

**9. Are you aware that if the owners of the Lake decide that they no longer want water rights that the Association will have to maintain the dam and spillway?**

A. Yes, The Master Board and I are aware that this has always been language in the Lease since the Lease was created. The Lease Agreement is posted on the Association's website and this

question and its answer have also been addressed by the Master Board of Directors in minutes posted on the Association's website and shared via Constant Contact email to the membership.

April 9, 2018 Board of Directors Minutes <http://ljevillages.com/downloads/Minutes-4-9-18.pdf> <http://ljevillages.com/downloads/Lease-Agreement.pdf> - Lease Agreement 3/1/94 <http://ljevillages.com/downloads/Amendment-to-Lease.pdf> - Amendment to Lease 5/6/97 <http://ljevillages.com/downloads/Lake-Jeanette-Recorded%20Memo-11-9-17.pdf> (Lenoir Warehouse Group Assumption and Assignment of Lease recorded 11/9/17)

**10. Since you are aware of this language in the Lease, what do you think the likelihood is that the Association would ever have to take care of the dam and spillway?**

A. Based on our current relationship with the owners of the Lake (Lenoir Warehouse Group LLC) and their conversations with us, I do not see anything that would indicate they wish to give up their water rights. Conversations indicate that they want to retain their water rights. The owners consistently show up as good landlords and good partners with the Master to preserve the Lake for LJA membership. Jess Washburn is on the lake almost daily. The Master Board and my company have developed a productive and positive working relationship with our new landlords under the terms of the Lease that have always been in place.

**11. Has the Association performed its due diligence in determining the costs that may be involved if it ever has to take control of the dam and spillway?**

A. Yes, the answer to this question is posted on the Association's website: April 9, 2018 Board of Directors Minutes: <http://ljevillages.com/downloads/Minutes-4-9-18.pdf>

**12. What is the Dry Dock, where is it, who takes care of it?**

A. The Guildford County GIS Data Viewer for 803 Robinson Comer Rd. (Master common area) was displayed on the monitor. Tom Anderson described how to drive to the Dry Dock from the Point villages. The Dry Dock is a large gravel parking lot with a chain link fence topped with razor wire and a secured magnetic gate. The lot has 54 rental spaces. Members may rent a space for an annual fee of \$500.00 (pro-rated) to store items such as boats, trailers, storage sheds, campers, RV's, extra cars, etc.

Referenced in Definition of Master Association and What Dues Cover

<http://lvillages.com/downloads/What-is-the-Master-Association.pdf>

Constant Contact emails are also sent to the membership advertising this facility showing a photo of the same – last email was sent April 18, 2019.

**13. When there is a buffer violation, do you personally receive any of the fines that are recovered from the member who violated the buffer?**

A. No, I do not personally receive money from homeowners' buffer zone violations. The buffer must be replanted and there is a calculated replant costs based on the violation – not a fine.

**14. Explain what you do in relation to Buffer Zone violations.**

A. When a member has a cutting violation in the 50 foot buffer zone, I notify the Master Board of Directors and owners of the Lake Tract and then I go to the buffer in question and perform the following responsibilities:

- measure the diameter of each cut and take a photo of each cut,
- photograph and video the entire buffer,
- speak with the homeowner who violated the buffer,
- return to my office and enter all the numbers into a spreadsheet using formulas to calculate the number of trees that need to be replanted in accordance with the replant table included in the buffer zone policy,
- Schedule a meeting with the owners of Lake Jeanette and often the City of Greensboro Storm Water Division, and occasionally an Agent from the US Army Corp

of Engineers (depends on the severity of violation),

- Once everyone agrees on the replant calculation, I meet with contactors in the buffer to discuss the replant job, how it will be conducted, access to the buffer through the homeowners property and/or Lake, define the number of trees, size, and variety to be replanted (a percentage has to be evergreen) and obtain a quote,
- Decide on a contractor based on quotes and owner of Lake's input,
- Write the homeowner a Violation letter with all spreadsheet calculations and specifics of remedying their violation,
- Usually have several meetings with the homeowner to obtain their agreement to remedy their violation,
- Receive the deposit check or full payment from the homeowner in accordance with the Buffer Zone Policy,
- Make copies of check and all paperwork for Master file and drive payment to CPA firm that performs accounting for the establishment of an escrow account,
- Contact contractor and give approval and check for deposit to start replanting the buffer,
- Monitor the replanting – owner of Lake will also make some visits with me,
- Once job completed, receive final payment if not paid in full,
- Make final report to Board of Directors and owners of Lake Jeanette re violation remedied and closed,
- Enter on running violation spreadsheet for future reference – file all documents in Buffer Violation binders.



I gave examples of some of the more recent buffer violations – did not share names or addresses.

**15. Are there ever legal fees involved in remedying a buffer violation and if yes are they recovered?**

A. During my 14 years, there has been one violation that involved legal fees and they were recovered in the amount the homeowner paid to remedy their violation.

**16. You indicated that you spend 80% of your time in the Buffer.**

A. No, I have not given a percentage of time in my response – I said Buffer Zone violations take a large amount of time to remedy.

**17. What percentage of your time do you spend in the buffer zone and what else do you do relating to the buffer?**

A. I do not calculate percentages of time I spend on performing any of my contractual duties. Protecting the Lease Agreement with Lake Jeanette is a part of my contract and includes items relating to the Lake Tract (Lake and 50 foot Buffer Zone), for example...

- Cutting violations – described above,
- Meeting with homeowners who wish to perform work in the buffer (especially in the spring and summer months) – this involves...
  - Discussing what is allowed under the policy,
  - Measuring and flagging Zone 1 and 2 of the Buffer,
  - Using landscape tape to mark trees approved for removal,
  - Discussing request to remove understory,
  - Noting trees to be limbed up,
  - Photographing buffer and items approved for removal – sometimes videotaping depending on size of request, ○ Completing appropriate paperwork,
  - Entering on running spreadsheet,
  - Filing in Buffer Zone Binders,
  - Informing owners of Lake Jeanette and Board of Directors if request involves a significant change to appearance of buffer re work approved.
- Personal property violations: The marina contractor and I move the homeowner's property back to their lot and tag it with a violation note. If the homeowner places the property back in the buffer, I schedule an appt. to meet with the homeowner, and if needed I mail a violation letter with a date for compliance and follow up to make sure violation

remedied.

- Meeting with homeowners who have violations of the Rules of Use of Lake Jeanette that could not be resolved at the Marina level.
- Calling parents of children and teens who post social media pictures showing them jumping off the water intake structure at the dam, or the spillway, or the docks around the lake.

Roskelly Management Associates LLC provides services under a contract with a detailed scope of work and operates under an operating budget that is approved by the Board of Directors and ratified by the membership. I am accountable to the Board to fulfill my contractual obligations that they have delegated to me in accordance with the Bylaws of the Master Association. The Board monitors my performance via monthly financials from the CPA firm and reports from me. I also present a detailed property report in the Annual Meeting packet mailed to all Lake Jeanette Members in preparation for the Annual Meeting of the membership.

**18. Master Association's Financials:** I shared the May ending full financials (including checking account statement) with the Point Board. The May ending checking account balance is \$141,522.16 and the second half of the year dues were invoiced in June with a July 1, 2019 due date.

In response to a comment regarding the \$50,000.00 Line of Credit the Master Association was advanced in November 2017 and paid in full in March 2018, I shared the following. The Master receives funds basically two times each year – January and July. The Master spent \$85,000.00 in budgeted reserve money to install new low voltage lights in 2016 which significantly enhanced the overall development and boosted property values with a good rate of return on this investment. In 2017, a number of large unbudgeted funds were incurred due to ...

- Sale of Lake Jeanette (legal fees, multiple mailings to the membership and an off-site special called meeting of the membership approx. \$30,000.00),
- Two separate lightning strikes causing significant damage at the Lake Jeanette Marina (over \$60,000.00 - most of these funds were recovered by insurance, but not all),
- Tornado that ripped through trees on the Master common area property requiring tree removal and clean up, and
- Failure of the Marina's septic system requiring total replacement.

The Master Board shared the need for the LOC with its membership at the 2017 annual meeting. Minutes are posted on the Association's website in this regard and a Constant Contact email was sent to the membership on March 29, 2018 sharing the LOC had been paid in full. The LOC was a conservative step taken for a few months when there was a short term cash need resulting from a long term investment in low voltage lights and the unbudgeted surprises detailed above.

### **19. How much cash is currently in reserve?**

**A.** All of the Association's money is in one checking account that holds a May 2019 ending balance of \$141,522.16. Second half of the year assessments (\$253,000) are due on July 1, 2019. The Master Board may consider creating a separate reserve account in

the future but both CPA firms working with the Master have advised that all funds remain in one account since dues come in only twice each year.

**20. Are funds allocated for reserves on the Master's operating budget?**

Yes – as noted in the budget handout, the Master's 2019 Operating Budget indicates a capital reserve transfer of \$44,627.00. The Board approved budget was mailed in the Annual Meeting packet to all member homes in November 2018 and was ratified by the membership at the Annual Meeting held in December 2018. It was also included in my email responses to the Point Board's questions on April 17, 2019 and a copy was also provided for this meeting as requested. The budget is not posted on the Association's website in order to preserve the bidding process for contracts.

**21. Giving a yes/no answer, is the Marina operation a break even operation and also how do you calculate the amounts of each rental rate?**

A. I relayed that this question cannot be answered with a simple yes or no without a better understanding of the specifics of the question, i.e. does the question include Lease Agreement requirements that are part of the Marina staffing responsibilities or is the question only relating to Marina operations? A Point Board member indicated that the question should be answered without including the Lease Agreement requirements. The Point Board shared that they will pose this question to the Master Association Board at their next board meeting open to the membership and asked for that date. I relayed that an email will be sent via Constant Contact with the meeting date and that it is currently scheduled for August 15, 2019 at 6:00 pm.

Tom Anderson thanked me for my time and answers and I thanked the Point Board for allowing me to join them, sharing that I felt we had a positive and productive conversation. I left their meeting at 7:35 pm.

**Prepared by Deborah Roskelly 6.19.19 Emailed to Point Board of Directors 6.25.19**