

Hampton Cove Owners Association

Board Meeting: Oct 19, 2009

Minutes submitted by Cindy Norton

Meeting was called to order at 6:00 pm by President, Blake Bentley with Jose Sanchez, Kathy Jones, Teresa Snyder, Russ Beshirs, Robert Vigil, Cindy Norton and Tracey Wright present.

First on the Agenda was Brad Cardwell-3216 Cove Lake Road. Mr. Cardwell was not present so Blake moved to the second item.

Hank Ponder of 3000 Cove Lake Road was next on the agenda to protest the denial of a retractable awning.

Next on the Agenda was a presentation by each person present who was interested in running for the board. Lane Wilson, Chuck Saunders, and Shirley Fordham are new candidates running for the board. They addressed the board and answered a few questions. Blake Bentley addressed the candidates with a general overview of the boards approach since the transition from the Developer.

A motion was made by Russ B. and seconded by Robert Vigil that all the following be placed on the ballot for the 2010 Elections to the HCOA board: Blake Bentley, Shirley Fordham, Kathy Jones, Mike O'Melia, Chuck Saunders, Jim Suddarth, Robert Vigil, and Lane Wilson. Motion passed.

Next on the agenda was approval of the September minutes. R. Vigil made a motion to approve with one correction, the spelling of Marcia's name, K. Jones seconded and the motion passed.

AJ Jattuso presented for ARC the list of mods reviewed this month. Discussion followed about the Eastern Shore fence design. No changes were made. The next item was Community Wide Standards, discussion followed, and the board members were asked to read and reply, but no motion was made.

Discussion the emails by Brad Cardwell, and two other outstanding ARC fining issues. AJ made a motion seconded by Kathy Jones to waive Mr. Cardwell's fine, Carol Wilmoth's fine, and Trevor Cole's fine.

Discussion followed regarding the issue of yellow awnings, and the matter was tabled for the next meeting. (Folks---I stepped out---were there any other action taken?)

Jose left at 7pm. Quorum still present.

Finance and Long Range Planning chair Russ Beshirs stated that there was no report and no planned meetings until next year.

Cindy Norton presented for Lindsey Perry, chair of Operations, the violation numbers year to date as attached and made part of these minutes. Next was presented the parcel assessments and budgets for the lawn care communities. Robert made a motion to approve seconded by AJ. Motion passed.

Robert Vigil, chair of land and water presented a scope of work for dredging Whippoorwill Lake. It is attached and made part of these minutes. Robert made a motion seconded by AJ to approve the scope of work for the bid process and to utilize funds from the capital fund to execute this project up to 30k. Bids will be let immediately. Should the cost exceed this amount the item will come before the board. Motion passed.

Next on the Water and Lands agenda was the waterfall. Robert submitted the engineering plan from OMI as his choice for execution of the three plans solicited by the director. The amount for the study was approved last month and submitted for information. This along with the construction of a new cage will be executed forth with. Both items were approved last month.

Cindy reported that a production company contracted to Tennessee Valley BRAC has requested permission to film construction sites in Hampton Cove for a promotional film. The board agreed permission is granted.

Financial Reports were next on the agenda but discussion moved to the 2010 budget that needs to be mailed to the community on November first with a notice for the annual meeting. Discussion followed regarding the draft submitted and changes were made to the draft in several categories. Russ Beshirs is the board's designee to meet with the director and identify the 8001 category maintenance and improvement projects from the long range planning report. The final budget will be approved.

A motion was made at 8:45 pm to move to Executive Session, by Robert, seconded by Kathy.

2009 Property Modification Requests

RECEIVED 45 day ADDRESS NAME MODIFICATION PRE-ACTION COMMITTEE TO VISIT DATE DATE

APPROVE DENIED

RECEIVED	45 day	ADDRESS	NAME	MODIFICATION	PRE-ACTION	COMMITTEE	TO VISIT DATE	COMMENTS	DATE	DATE
10/7/09	11/21/09	3117 Field Chase	Delouco	landscaping	need border sample- emailed	no				
10/2/09	11/16/09	2816 Eastern Shore	King	fence	approval from Al as is his neighbor	no				
10/9/09	11/23/09	2701 Whistler	Howie	fence		no		approved with modifications to fence line	10/13/09	
10/1/09	11/15/09	3036 Augusta	Shields	fence	question on 'steel gate frames' and stain color	no		They will not be adding the steel gate frame and they will request a stain color when they are ready to stain. (fence co will not stain)	10/13/09	
10/11/09	11/25/09	2606 Trellis Post	Root	replace window	needs prop mod req- emailed 10/13	no				
10/14/09	11/28/09	2609 Deford Mill	Smith	replace gas cylinder		no		behind fence-no issues	10/14/09	
10/16/09	11/30/09	2713 Branford Trail	Pope	house addition		yes				
10/19/09	12/3/09	2758 Deford Mill	Dixon	landscaping		no				

Tally of Covenant Violations for 2009	Jan-May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Vehicles &amp; Garages</b>	64							
First notice		4		2	2			
Second notice								
Fines								
<b>Boats/Camper</b>								
First notice		16	6	4	7	2		
Second notice		7	1	1	2	1		
Fines								
<b>Trailers/Ski-do</b>								
First notice		6	7	14	7			
Second notice		2	4	6	4	2		
Fines								
<b>Christmas Decorations</b>								
First notice								
Second notice								
Fines								
<b>Trash/Yard waste/woodpiles</b>								
First notice		29	19	25	23	1		
Second notice			2	1				
Fines								
<b>Barking Dog</b>								
First notice	4	1				1		
Second notice								
<b>Pooping Dog/Leash Law</b>								
First notice	3			2				
Second notice								
<b>Signs</b>								
First notice	10	5	6	5	5	1		
Second notice		1	1					
Fines								
<b>Garbage Cans</b>								
First notice	46	94	80	62	99	18		
Second notice								
Fines								
<b>Yard Maintenance</b>								
First notice	144	48	18	47	35	3		
Second notice		2		9	8	1		
Fines					1			

Tally of Covenant Violations for 2009	Jan-May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paint Fence</b>	26							
First notice		7	1		4			
Second notice		5	1		3			
Fines								
<b>Exteriors (prop mod, sheds, etc.)</b>	9							
First notice			1					
Second notice								
Fines								
<b>Mailbox</b>								
First notice		45	36	22	19	26		
Second notice								
Fines								
<b>Satellites</b>								
First notice	1	2	1		1			
Second notice			2					
Fines								
<b>Window AC Unit</b>								
First notice			2					
Second notice								
Fines								
<b>Basketball Goal</b>								
First notice		2	2					
Second notice		1						
Fines								
<b>House Maint</b>								
First notice				1	2			
Second notice			2	1				
Fines				1				
<b>Noise/Nuisance</b>								
First notice								
Second notice								
Fines								
<b>Lighting</b>								
First notice	1							
Second notice								
Fines								
<b>PODS/Dumpsters</b>								
First notice		2		2				
Second notice			1	2				
Fines								

<b>Tally of Covenant Violations for 2009</b>	<b>Jan-May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>AC screening</b>								
First notice		19	17	20	19	6		
Second notice			8	8	10	3		
Fines				3	4			
<b>Nice Yard Card</b>		43	6	2				
<b>For sale/rent</b>		25	27	5	9			
<b>New Neighbor Letter</b>		9	9	7				
<b>TOTAL</b>	<b>308</b>	<b>375</b>	<b>260</b>	<b>252</b>	<b>264</b>	<b>65</b>	<b>0</b>	<b>0</b>

**Eastern Shore**  
*A community of Hampton Cove*  
**Budget for 2010**

**Income:**

88 homes @ \$302.75 qtr x 4 qtrs. = **\$106,568.00**

**Expenses:**

Lawn Maintenance

Lawn (\$936 x 88 homes) **\$82,368.00**

Chemical (\$195.00 yr. x 88 homes) **17,160.00**

Administrative Costs (\$20.00 qtr. x 4 qtrs x 88 homes) **7,040.00**

**Total Expenses** **\$106,568.00**

**Billed Quarterly at \$302.75 each time 4 qtrs. = \$1,211.00**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
HAMPTON COVE OWNERS ASSOCIATION, INC.**

BE IT RESOLVED, that this Board has determined that pursuant to the provisions of Section 10 (a) and paragraph (w) of Exhibit "A", of the Declaration of Protective Covenants of Hampton Cove it is in the best interests of owners of the residences located in Eastern Shore Subdivision, and all present or future additions thereto, that in order to promote the health, safety, welfare, common benefit and enjoyment of such owners and occupants, a Parcel Assessment should be made to provide for the grounds keeping of all of the lots in Eastern Shore Parcels, including but not limited to the maintenance of the lawns, shrubs and other vegetation located within Eastern Shore Parcels;

WHEREFORE, it is hereby resolved that an annual assessment for the year 2010 in the amount of \$1,211.00 shall be assessed against each lot located within Eastern Shore Parcels and all additions thereto, which said annual assessment shall be paid in quarterly installments of \$302.75 and shall be collected in the same manner as all other assessments are collected under the Declaration of Protective Covenants for Hampton Cove.

The foregoing resolution was unanimously adopted by the Board of Directors of Hampton Cove Owners Association, Inc. on the \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
President and Chairman of the Board

\_\_\_\_\_  
Secretary

**Stoneleigh Terrace**  
*A community of Hampton Cove*

***Budget for 2010***

**Income:**

111 homes @ \$351.50 qtr x 4 qtrs. = **\$156,066.00**

**Expenses:**

**Lawn Maintenance**

Lawn (\$1131 x 111 homes) **\$125,541.00**

Chemical (\$195.00 yr. for 7 applications x 111 homes) **21,645.00**

Administrative Costs (\$20.00 qtr. x 4 qtrs x 111 homes) **8,880.00**

**Total Expenses **\$156,066.00****

**Billed Quarterly at \$351.50 each time 4 qtrs. = \$1,406.00**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
HAMPTON COVE OWNERS ASSOCIATION, INC.**

BE IT RESOLVED, that this Board has determined that pursuant to the provisions of Section 10 (a) and paragraph (w) of Exhibit "A", of the Declaration of Protective Covenants of Hampton Cove it is in the best interests of owners of the residences located in Stoneleigh Terrace Subdivision, and all present or future additions thereto, that in order to promote the health, safety, welfare, common benefit and enjoyment of such owners and occupants, a Parcel Assessment should be made to provide for the grounds keeping of all of the lots in Stoneleigh Terrace Parcels, including but not limited to the maintenance of the lawns, shrubs and other vegetation located within Stoneleigh Terrace Parcels;

WHEREFORE, it is hereby resolved that an annual assessment for the year 2010 in the amount of \$1,406.00 shall be assessed against each lot located within Stoneleigh Terrace Landing Parcels and all additions thereto, which said annual assessment shall be paid in quarterly installments of \$351.50 and shall be collected in the same manner as all other assessments are collected under the Declaration of Protective Covenants for Hampton Cove.

The foregoing resolution was unanimously adopted by the Board of Directors of Hampton Cove Owners Association, Inc. on the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
President and Chairman of the Board

\_\_\_\_\_  
Secretary

# Mallards Landing Townhomes

*A community of Hampton Cove*

## ***Budget for 2010***

### **Income:**

34 homes @ \$302.75 qtr x 4 qtrs. = **\$41,174.00**

### **Expenses:**

#### Lawn Maintenance

Lawn (\$936 x 34 homes) **\$31,824.00**

Chemical (\$195.00 yr. for 7 applications x 34 homes) **6,630.00**

Administrative Costs (\$20.00 qtr. x 4 qtrs x 111 homes) **2,720.00**

**Total Expenses **\$41,174.00****

**Billed Quarterly at \$302.75 each time 4 qtrs. = \$1,212.00**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE HAMPTON COVE OWNERS ASSOCIATION, INC.**

BE IT RESOLVED, that this Board has determined that pursuant to the provisions of Section 10 (a) and paragraph (w) of Exhibit "A", of the Declaration of Protective Covenants of Hampton Cove it is in the best interests of owners of the residences located in Mallard Landing Subdivision, and all present or future additions thereto, that in order to promote the health, safety, welfare, common benefit and enjoyment of such owners and occupants, a Parcel Assessment should be made to provide for the grounds keeping of all of the lots in Mallard Landing Parcels, including but not limited to the maintenance of the lawns, shrubs and other vegetation located within Mallard Landing Parcels;

WHEREFORE, it is hereby resolved that an annual assessment for the year 2010 in the amount of \$1,212.00 shall be assessed against each lot located within Mallard Landing Parcels and all additions thereto, which said annual assessment shall be paid in quarterly installments of \$302.75 and shall be collected in the same manner as all other assessments are collected under the Declaration of Protective Covenants for Hampton Cove.

The foregoing resolution was unanimously adopted by the Board of Directors of Hampton Cove Owners Association, Inc. on the \_\_\_th day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
President and Chairman of the Board

\_\_\_\_\_  
Secretary

**Mallard's Landing Garden Homes**  
*A community of Hampton Cove*

***Budget for 2010***

**Income:**

23 homes @ \$336.75 qtr x 4 qtrs. = **\$30,981.00**

**Expenses:**

Lawn Maintenance

Lawn (\$1072 x 23 homes) **\$24,656.00**

Chemical (\$195.00 yr. x 18 homes) **4,485.00**

Administrative Costs (\$20.00 qtr. x 4 qtrs x 18 homes) **1,840.00**

**Total Expenses **\$30,981.00****

**Billed Quarterly at \$336.75 each time 4 qtrs. = \$1,347.00**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
HAMPTON COVE OWNERS ASSOCIATION, INC.**

BE IT RESOLVED, that this Board has determined that pursuant to the provisions of Section 10 (a) and paragraph (w) of Exhibit "A", of the Declaration of Protective Covenants of Hampton Cove it is in the best interests of owners of the residences located in Mallard Landing Subdivision, and all present or future additions thereto, that in order to promote the health, safety, welfare, common benefit and enjoyment of such owners and occupants, a Parcel Assessment should be made to provide for the grounds keeping of all of the lots in Mallard Landing Parcels, including but not limited to the maintenance of the lawns, shrubs and other vegetation located within Mallard Landing Parcels;

WHEREFORE, it is hereby resolved that an annual assessment for the year 2010 in the amount of \$1,212.00 shall be assessed against each lot located within Mallard Landing Parcels and all additions thereto, which said annual assessment shall be paid in quarterly installments of \$336.75 and shall be collected in the same manner as all other assessments are collected under the Declaration of Protective Covenants for Hampton Cove.

The foregoing resolution was unanimously adopted by the Board of Directors of Hampton Cove Owners Association, Inc. on the \_\_\_th day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
President and Chairman of the Board

\_\_\_\_\_  
Secretary

**WHIPPOORWILL LAKE IMPROVEMENT  
STATEMENT OF WORK  
OCTOBER, 2009  
Revised 10/19/09**

**OVERVIEW:**

The Whippoorwill Lake ("the lake") improvement project (the project) will consist of 5 subprojects. Statements of work associated with each of these subprojects are provided below. The subprojects are:

1. Draining the lake
2. Cleaning out and shaping the five storm drain entrances into the lake
3. Removing 2400 cubic yards of dirt from the lake
4. Leveling and sealing the overflow box
5. Repairing damage to the land surrounding the lake resulting from contractor equipment entering and/or leaving the lake

**ADMINISTRATIVE ELEMENTS:**

The contractor (and any subcontractors) will provide proof of appropriate insurance and licenses to the Hampton Cove Owners Association (the HCOA) for approval prior to commencing work.

The contractor will provide all equipment and materials necessary to complete the project.

Equipment entrance to and exit from the lake will be via either thru Madrey Park or at the Eastern corner of the lake. Contractor equipment should not cross any other shoreline areas

All work on the lake to be complete within one month of starting the project. The project will be considered to have started when draining water from the lake commences.

**PAYMENT SCHEDULE:**

20% upon completion of draining the lake and cleaning out and shaping the five storm drain entrances into the lake

10% upon completion of leveling and sealing the overflow box

60% upon Removing up 2400 yards of dirt from the lake

10% upon completion of repairing damage to the land surrounding the lake resulting from equipment entering and/or leaving the lake.

## **SUBPROJECT STATEMENTS OF WORK:**

### **1. DRAINING THE LAKE**

- 1.1 The contractor will pump sufficient water from the lake to lower the lake to a level equal to six feet below normal full pool.
- 1.2 In the event rain adds water to the lake below the project is complete, the contractor will remove such water to the six foot below normal full pool at no additional cost to the HCOA

### **2. CLEANING OUT AND SHAPING THE FIVE STORM DRAIN ENTRANCES INTO THE LAKE.**

- 2.1 Trees (and stumps) in front of the two Madrey Park storm drains will be removed.
- 2.2 Troughs will be established at the entrance of each of the five storm drains.
  - 2.2.1 These troughs will extend along the line of the storm drains straight out into the lake.
  - 2.2.2 The bottom of these troughs will be six feet wide and will be located three feet below normal full pool level and will gradually slope down to a level of 4 feet below normal full pool level.
  - 2.2.3 Each trough will terminate where it intersects the surrounding lake bottom at the 4 foot level
  - 2.2.4 The sides of each trough will rise from the six foot wide bottom of the trough at a 30 degree angle until they intersect normal ground level or the bottom of the storm drain.
  - 2.2.5 The sides and end of each trough wide be lined with limestone rock where the sides/ends extend above ground level.

### **3. REMOVING 2400 YARDS OF DIRT FROM THE LAKE.**

- 3.1 A total of 2400 yards of dirt is to be removed from the lake. This would include all dirt removed as a part paragraph 2 above.
- 3.2 The original shoreline will be reestablished at storm drain entrances and behind the residence located at 2914 Madrey Ln.
- 3.3 Removal of dirt (other than that associated with paragraph 2 above) will start on the southwest side of the lake and proceed clockwise around the lake.

when 2000 yards of dirt have been removed, the contractor will consult with the HCOA as to where the remaining 400 yards are to be taken.

- 3.4 The depth of the lake at the shoreline will be established at two feet below normal full pool. This depth will be gradually increased to three feet at a distance of eight feet from the shore line.
- 3.5 Beyond eight feet from the shoreline, depth will increase at a 30 degree angle until it reaches six feet below normal full pool. (This would create a "ramp" six feet long going from three foot depth to six foot depth. This ramp will reach the six foot depth about 13 feet from shore.)
- 3.6 Beyond 13 feet from the shore line, the depth of the lake will be excavated to the six foot depth
- 3.7 No dirt is to be excavated within 8 feet of the eastern overflow drain pipe.
- 3.8 The contractor is to assume that 2000 yards of the dirt removed is compactable and will be delivered to property located at 366 Old Highway 431 (behind Cove Church)
- 3.9 The contractor is to assume that 400 yards of the dirt removed is not compactable and will be delivered to a site determined by the contractor.
- 3.10 It is assumed that the new bottom structure of the lake will naturally hold water. In the event that it is determined this is not the case, this statement of work and associated contract value will be adjusted to establish a clay lining.

#### **4. LEVELING AND SEALING THE OVERFLOW BOX**

- 4.1 The area on the southwest side of the overflow box will be filled in
- 4.2 The northwest and northeast sides of the overflow box will be cut so that a level condition results
- 4.3 No dirt is to be excavated within six feet of the sides of the overflow box.
- 4.4 The sides and bottom of the overflow box will be sealed in the manner explicitly called out in the contractor's bid. (In the event that dirt within six feet of the sides of the overflow box must be removed to properly seal the box, such dirt is to be replaced in its original condition upon completion of the sealing process.)

#### **5. REPAIRING DAMAGE TO LAND SURROUNDING THE LAKE RESULTING FROM CONTRACTOR EQUIPMENT ENTERING AND/OR EXITING THE LAKE**

- 5.1 Land disturbed and/or damaged as a result of contractor's equipment entering and/or exiting the lake will be repaired to original condition.