

**Summarized Minutes of The Springs at High Rock HOA, Inc. Meeting, February 25, 2021  
Community Clubhouse, 233 Tor Court, Denton, NC 27239**

**Workshop meeting:**

Directors in attendance: Jerry Bushey, Al Hoppensteadt, Curtis Ish, Cathy Moore, and Karl Svatek.

**President Svatek called the meeting to order at 9:58 AM.**

**Secretary Curtis Ish asked that the minutes of the January 21, 2021, meeting be approved.**

**Motion by Bushey, seconded by Hoppensteadt,** to approve the January 21, 2021, minutes as submitted. All in favor; motion passed.

**President Svatek asked for board liaison committee reports.**

ARC: Board liaison Cathy Moore reported on eight homes under various stages of construction that the ARC is currently monitoring. The ARC is requesting guidance on a home that was purchased without a mailbox. The committee wanted to know who should pay for the mailbox if the ARC missed insisting that the original owner/builder install one. The board felt it was up to the new owners to comply at their expense. Another request for guidance was concerning the ARC's requirement that homes should not be painted white. The board discussed the problem of popular styles and colors changing over time. No action was taken, but the committee was advised to use its discretion on maintaining a balance of diversity with some conformity for the overall appearance of the community. One of the ARC committee members suggested that our landscaper do all shoulder repairs post construction of new homes. The board had no problem if the builder wanted to subcontract our landscaper to do his work but warned it could be a problem during the landscaper's busy season. The board would support the ARC mandating a grass seeding-carpet to better ensure that grass will grow no matter what season it is sowed. An owner's request to erect a privacy fence was approved. The ARC also warned the board that it will probably be dealing with requests for the Starlink satellite dishes this fall. The ARC reminded the board that it really needs some help with all the construction they are asked to oversee.

IRC: Board liaison Karl Svatek reported that the committee suggests that any grass shoulder repair be delayed until the fall when the soil has a chance to dry out and the streetlight trenching is done. Svatek also reported that there are several 20 mph road signs in the basement that were at one time erected before and after each speed bump. The board may consider using the signs or rewording them to indicate the need for reduced speed on the blind curve on Rocky Cove Lane. The IRC wanted some direction on whether to do anything about the raised rumble strips. The board advised no action be taken. Svatek then reported that the streetlight poles will be shipped mid-March from China. There followed a general discussion on the Boulder Ridge Road repairs. It was decided that we have enough projects to oversee at this time but will consider addressing the problem in a couple of years.

RFC: Board liaison Al Hoppensteadt reported that the hot tub repair has been contracted for by Aquatic Design's. At the last HOA workshop, the days and fees for a clubhouse wedding package were approved. The Recreational Facilities Committee is now submitting an updated agreement for a clubhouse wedding reservation agreement that it hopes will be simpler to understand and comply with.

**Motion by Hoppensteadt, seconded by Bushey,** to accept the updated clubhouse wedding reservation agreement for weddings and receptions as submitted by the RFC. The new fees and conditions will be effective immediately. All in favor; motion passed. A copy of the agreement is a part of these minutes (Appendix 1)

Security: Board liaison Jerry Bushey reported that the committee is still dealing with the problem of members giving their four-digit gate code to realtors who in turn give them out to prospective buyers instead of getting their own realtor's code and escorting prospective buyers through the community.

Social: Board liaison Cathy Moore reported that the committee is taking reservations for The Springs' "Welcome to Spring" gift bag that will be delivered on March 20. It was also reported that the committee has a new chairperson, Prudy Mitchell.

Firewise: Board liaison Curtis Ish reported that the wood debris will be picked up March 4, 2021. The committee has a meeting scheduled the same day. It will reschedule its meeting if the debris pickup occurs as planned. The Fire Danger Sign is completed, and the site for placement will be decided by the committee with the ARC and HOA's approval.

SBG: A meeting is scheduled for March 7, 2021. The committee will get a chance to meet our new neighbor and chairperson, Shauna Elvin.

Communications: Board liaison Curtis Ish read from a report on last month's activities. There were two special notices and three website updates: the December HOA summary minutes, the application for a pool swipe card from the RFC, and the email forwarding setup for the new Springs Beautification Group chair. A forwarding problem was reported and how it was solved explained. Four new property owners were contacted to make them aware of the helpful information our website contains.

Nominating: No report

Finance: Treasurer Al Hoppensteadt reported that the final accounting for 2020 has been done.

**President Svatek called for old business:**

- Action List (items not already discussed in the committee reports or no report this month):
  - a) Re-survey pitch of the tennis court and compare with 2015 and 2016 measurements: Director Ish will ask Lee Truell to do this if Ira Matney cannot.
  - b) CHIT Force progress report: Director Bushey reported that Spectrum probably will not be able to serve us. They have the government charter for receiving grants, but because of our geography and the slow pace of getting grant approval, it would be at least 2 years, and we still may not be serviced. Open Broadband has not shown any progress since their original plans. Kinetics (Windstream) wants to start laying fiber-optic cable to every homeowner. They would like to start this spring. There would be no cost to the HOA, but the homeowner would have an above-average surcharge until the cable installation cost was paid for. They would have exclusive provider rights for high-speed internet and phone service cable service. Bushey hopes to have more concrete details soon and will call a special meeting to discuss them.
  - c) Tranquility Lake spillway improvement project: Truell Grading reported that the ground is too wet to support a concrete delivery truck at this time.
  - d) Portable power washer: The board decided not to invest in a unit because of limited water reserve for some of the projects we would want to use it for.
  - e) Obtain reserve fund analysis auditors: Treasurer Hoppensteadt reported that he will have recommendations later in the spring for us to consider.
  - f) Getting information and prices to let Cedar Management Group inspect and enforce community non-compliance with the ARC and Neighborhood Appearance standards: Director Hoppensteadt reported that Cedar Management Group will comply with any program we design. There followed a general discussion on getting a committee to survey the community and make suggestions on home ownership improvement and/or violations quarterly. Director Ish will ask for volunteers at the Springs Beautification Group meeting.

**President Svatek called for new business:**

- The board discussed the updated amenities policy for clarity and completeness as suggested by the board's attorney, Ryan McNeill

**Motion by Ish, seconded by Bushey**, to approve the updated amenities policy for The Springs at High Rock HOA, Inc. 2/25/2021. All in favor; the motion passed. A copy of the policy is a part of these minutes (Appendix 2). The policy will be sent to all members receiving the newsletter, posted on our website, and included in the 2<sup>nd</sup> quarterly mailings.

- The board discussed the privacy issue with drones in the community. It was decided more information was needed on what legal rights a homeowner has.

**President Svatek asked for a motion to adjourn; motion by Ish, seconded by Bushey.** All in favor; meeting adjourned at 12:43 PM.

The next scheduled workshop meeting is set for 10:00 AM, Thursday, March 18, 2021.

Respectfully submitted, Curtis Ish, Secretary HOA

Appendix 1. Clubhouse Wedding Reservation Agreement

## **APPLICATION FOR THREE-DAY WEDDING CLUBHOUSE RESERVATION**

Updated February 25, 2021

In consideration for The Springs at High Rock HOA, Inc. ("Association") allowing exclusive use of The Springs' Clubhouse ("Clubhouse") equipment and furnishings, the undersigned applicant agrees to the following:

1. Applicant is a property owner in good standing within the Association. "Good standing" is defined as having no unpaid dues, late charges, or fines and not having been denied access to the facilities for previous misuse.
2. Applicant is at least 25 years of age and will **remain in attendance and be responsible for their guests' actions throughout the duration of the function.** Applicant understands that failure to comply could result in forfeiture of the applicant's deposit. Requests made by adult property owners under the age of 25 years of age will be considered on a case-by-case basis.
3. Applicant requests to reserve the Clubhouse for 3 days starting on \_\_\_\_\_ and ending on \_\_\_\_\_.
4. Applicant agrees to pay a fee of \$1250 and a refundable security deposit of \$1000 for the use of the facility. The reservation is not confirmed until all monies are paid and this application is signed and approved. The reservation fee will be refundable only if the reservation is canceled no later than 30 days before the date of the event. Any applicant check returned for insufficient funds will be charged a \$25 fee per check.
5. Applicant understands and agrees that the refundable security deposit of \$1000 may be used to pay for extraordinary cleaning costs and all damages resulting to the Clubhouse, its contents, and other portions of the property from actions of persons attending or related to the event. If the cost of repairs exceeds the amount of the deposit, applicant agrees to pay the Association the full cost of repairs within 10 days of receipt of a written explanation of the damages and a bill from the Association for such repairs.
6. This 3-day reservation includes one day for set up before the wedding date and one day for cleanup following the wedding. Clubhouse access starts at 10am and ends at 9pm for the setup and cleanup days. Only the applicant will open (unlock) and close (lock up) the Clubhouse. This responsibility **may not** be delegated.
7. On the day of the wedding, the Clubhouse is available for use between the hours of 9:00am and 11:30pm. Applicant understands that continued use of the Clubhouse outside of these hours will constitute a breach of this Agreement and may result in forfeiture of their security deposit.
8. In deference to the neighbors and people using other facilities, applicant must keep noise to a minimum. Music will not be audible from the exterior of the Clubhouse after 10:00pm Sunday through Thursday and 11:00pm on Friday and Saturday. At any time during the

event, if the applicant receives a request from a fellow homeowner to lower the volume of the music, they will respect the request and comply. Applicant understands the sheriff's department may be called to respond if the noise issue is not resolved.

9. Applicant agrees that the usage of the Clubhouse does not include the use of the pool, hot tub, or tennis courts for non-member guests.
10. At the end of the event(s), applicant agrees to be responsible for removing all trash from the Clubhouse and deck. The Clubhouse does not have trash pickup service. A basic cleanup is also required. See the Clubhouse Cleanup Checklist at the end of this agreement.
11. Applicant assumes all responsibility, risks, liabilities, and hazards incidental to the activities conducted at the event (including, but not limited to, the serving of alcoholic beverages) and hereby releases and forever discharges the Association, its officers, directors, employees, agents, and members (past, present, and future) from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from their use of the Clubhouse and the surrounding property. **No one under the age of 21 will be served or allowed to consume alcoholic beverages.**
12. Applicant agrees to indemnify and hold harmless the Association, Cedar Management Group, and their employees for all claims and liabilities related to their reservation.
13. Applicant understands that they are being granted the exclusive use of the Clubhouse for the time period requested subject to the right herein reserved by the Association to enter the Clubhouse and terminate their use immediately should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.
14. Applicant understands that the Clubhouse will be used for lawful purposes only and that any conduct at the function they are sponsoring does not violate any federal, state, or local laws or ordinances.
15. Firearms or other weapons are strictly prohibited inside the Clubhouse or on the common Clubhouse property at any time.

## **CLUBHOUSE STANDARDS**

The safety, health, and comfort of all members are the basic objectives of following Clubhouse Standards. These standards were prepared by the Recreational Facilities Committee (RFC) and approved by the Board of Directors. It is the duty and responsibility of all members, their children, and guests to comply with these standards.

- ❖ **The homeowner reserving the Clubhouse must host the event and must be present at all times including setup and cleanup. Failure to do so will result in the loss of the security deposit.**
- ❖ Private use of the Clubhouse **does not include** use of the swimming pool, hot tub, or tennis courts. Non-member guests are not allowed in these areas.

- ❖ Guests must remain in the Clubhouse area and not wander through the residential or common areas.
- ❖ Wet suits and pets (with the exception of service dogs) are not allowed inside the Clubhouse at any time.
- ❖ **Smoking is NOT allowed in the Clubhouse or the surrounding HOA grounds. Smoking may only be done in private vehicles.**
- ❖ Shoes and shirts are required to be worn while inside the Clubhouse.
- ❖ No paint, tape, or tacks are allowed on walls, floors, furniture, or ceilings.
- ❖ If helium balloons are used in the Clubhouse, they must be attached to a streamer of at least 25 feet to prevent loosened balloons from becoming unrecoverable in the rafters. Unrecoverable balloons left overnight may cause false activation of the alarm system.
- ❖ Glitter and confetti may not be used in the Clubhouse due to the difficulty in removing it from the furniture fabric, carpets, and rugs.
- ❖ Guests must park legally in the Clubhouse parking lot. Vehicles parking on the streets or easement areas of Tor Court due to parking lot overflow must not at any time block driveways, damage landscaping, or impede access by emergency vehicles. Discovery of any such occurrence may result in the vehicle's being towed away at the owner's expense.
- ❖ At Association functions, alcoholic beverages are permitted only on a "bring-your-own" basis and are to be consumed only by persons 21 years of age and older.
- ❖ Items left in the Clubhouse after the final cleanup becomes the property of The Springs Homeowners Association.
- ❖ **No glass containers** are allowed on the front steps, rear steps, or deck areas of the Clubhouse. Broken glass resulting from falling from the Clubhouse deck may require closing the hot tub and pool for draining, vacuuming and refilling.
- ❖ Interior Clubhouse furniture is to remain inside during the event. At the conclusion of the event, all furniture must be returned to its original location and all trash removed from the interior and exterior of the Clubhouse. The Clubhouse does not have trash pickup service. All lights must be shut off, fireplace burners turned off, basic cleanup performed, the thermostat reset, all doors and windows locked and secured, and the alarm set.
- ❖ The Clubhouse is not available for private or Community group use on the following days:
 

New Year's Eve/Day	Easter	Memorial Day weekend
July 4 weekend	Labor Day weekend	Thanksgiving/Christmas
- ❖ The fees listed below are an example of what may be charged if guidelines and usage indicated within the signed contract are not followed – ALL ARE SUBJECT TO CHANGE. Please note that not all possible charges are listed.
  - Failure of applicant to remain in attendance during entire event including set-up

- |                                    |  |
|------------------------------------|--|
| and clean-up                       | Forfeiture of \$1000 security deposit      |
| • Lost key                         | \$500 (All locks will have to be rekeyed.) |
| • Smoking violation                | \$100 per incident                         |
| • Keys returned late               | \$100 per day                              |
| • Doors left unlocked or unsecured | \$100 per door                             |
| • The thermostat not reset         | \$100                                      |
| • Basic cleaning not done          | \$100                                      |
| • Lights left on                   | \$100                                      |
| • Trash not removed                | \$100                                      |
| • Alarm not set                    | \$100                                      |

By signing below, the applicant acknowledges that they have read and accept all terms of this Agreement and the Clubhouse Standards.

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Once this form is completed, please contact Bill Conrad at (336) 250-1651 for processing.**

Attached is a Clubhouse Cleanup Checklist to assist you with the final cleanup.

### CLUBHOUSE CLEANUP CHECKLIST

(Please use this form for reference to ensure the return of your security deposit.)

The Association does provide a cleaning service after each event. But, as per the contract, a preliminary basic cleanup is expected. In addition, all food, beverages, containers, other goods that were brought in for the event, and any garbage generated at the event's ending, must be removed by applicant.

No trash or water on the floor.

- \_\_\_\_\_ Kitchen cabinets and countertops clean.
- \_\_\_\_\_ Appliances clean and off except for refrigerator .
- \_\_\_\_\_ Refrigerator clean and empty. Sinks clean. No food or drinks left behind.
- \_\_\_\_\_ Tables left clean and all furniture returned to its original place.
- \_\_\_\_\_ Outside deck cushions neatly placed inside the Clubhouse.
- \_\_\_\_\_ Surrounding grounds in order (i.e., no trash or debris in landscaping beds).
- \_\_\_\_\_ Decorations removed. Overall facility conditions inspected.
- \_\_\_\_\_ Lights and fans off. All doors and windows (including bathroom windows) closed and locked.
- \_\_\_\_\_ All garbage removed from facility.
- \_\_\_\_\_ Fireplace screen on. Fireplace turned off.
- \_\_\_\_\_ This checklist and keys returned to Bill Conrad (or another pre-determined Association Representative) by no later than 9:00pm the day after the event.
- \_\_\_\_\_ Both thermostat controls reset (80° in the summer / 55° in the winter).
- \_\_\_\_\_ Security alarm system activated.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Appendix 2. Amenities Policy updates 2/25/2021

Amenities Use Policy

A use of a property for rental purposes in The Springs at High Rock HOA community is not prohibited, but it is also not encouraged due to issues that have and can occur with any property rental in our community. In light of these concerns, your Board of Directors has promulgated this guide for best practices for guests or renters:

1. The homeowner must notify the Board of Directors when renters will be present in the community and when they will be leaving. That notification must include the name of the rental agreement signee, his/her home address and the license plate(s) numbers of all vehicles that will be entering and leaving our community during their tenancy.

2. Renters must be provided a written copy of the Emergency Fire Response and Evacuation Plan, our Restrictive Covenants, and be notified of the current fire danger level of the community.
3. Renters are to be provided a copy of all Board policies concerning renting a home in The Springs at High Rock.
4. Renters will not have access to the clubhouse or pool unless accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing. All members in good standing are limited to four guests per visit whether the guest is a renter or not. In the event a renter is provided a pool proximity card or otherwise uses the clubhouse or pool without being accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing, the owner may be issued a fine or have such owner's access to the clubhouse or pool facilities limited by the Board. Any online or other listing of property for rent at The Springs at High Rock must reflect that clubhouse or pool access is restricted from use by a renter unless accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing.
5. Renters will not have access to the tennis or pickle ball courts unless accompanied by an HOA member in good standing or a member of the owner's immediate family. In the event a renter uses the tennis or pickle ball courts without being accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing, the owner may be issued a fine by the Board. Any online or other listing of property for rent at The Springs at High Rock must reflect that tennis court and pickle ball court access is restricted from use by renters unless accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing
6. Renters will not have access to the fire pits and grills located on common area property unless accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing. In the event a renter uses fire pits or grills on common area property without being accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing, the owner may be issued a fine by the Board. Any online or other listing of property for rent at The Springs at High Rock must reflect that the fire pits and grills located on common area property are restricted from use by renters unless accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing
7. HOA members in good standing renting property must obtain a separate remote entry device for renters to use to access the security gate. In the event the renter is provided the owner's remote entry device or passcode, the member may be issued a fine. The HOA member shall ensure that the remote entry device dedicated for renters is returned by the renter after the lease is completed. **Should the remote entry device fail to be returned, the HOA member shall immediately notify the Security Committee so that the remote entry device can be disabled.**
8. The boat yard storage area for members' pre-registered boats, personal watercraft (PWC) and/or recreational vehicles (RV) is for use by HOA members in good standing only. Renters may not store anything in the area. In the event a renter stores or places any property within the lot, in the discretion of the Association, it may be towed or removed without notice. The cost of towing or other expenses incurred by the Association with respect to the removal or storage of personal property of a tenant will be assessed to the renting HOA member.
9. The privately-assigned slips at Docks #1, 2, and 3 cannot be used by anyone without permission of the owners. The common community slips at Docks #2 and 3 that have been reserved for overnight



docking by HOA members in good standing and can only be used by watercraft that have been registered with the Infrastructure and Roads Committee (IRC) with an HOA decal attached. The boat launch is reserved for HOA members in good standing only

10. Renters will not have access for fishing at any of the Tranquility Lakes' ponds unless accompanied by an HOA member in good standing or by the immediate family of an HOA member in good standing.
11. Renters must be made aware that there is no overnight parking allowed within the street easement areas (i.e., paved roads and grass shoulders). In the event that a renter parks within the street easement area, the vehicle or other personal property may be removed by the Association without further notice. The cost of towing or other expenses incurred by the Association with respect to removal or storage of personal property of a tenant will be assessed to the renting HOA member.

2/18/2021