

**Summarized Minutes of The Springs at High Rock HOA, Inc. Meeting, March 18, 2021
Community Clubhouse, 233 Tor Court, Denton, NC 27239**

Workshop meeting: no public invited

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

President Svatek called the meeting to order at 10:05 AM.

Secretary Curtis Ish asked that the minutes of the February 25, 2021, meeting be approved.

Motion by Bushey, seconded by Svatek, to approve the February 25, 2021, minutes as submitted. All in favor; motion passed.

President Svatek asked for board liaison committee reports.

ARC: Board liaison Cathy Moore revisited our February 25 meeting's discussion concerning home exteriors' being white. Current rules discourage it. After some discussion, the board felt that the authority to determine color should be left in place with the ARC and asked Moore to relay to the ARC the decision the board made at the February meeting: "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." Moore reported that all constructions are proceeding without problems. The committee is still looking for at least one more committee person.

IRC: Board liaison Karl Svatek reported that there has been some delay in shipping our streetlights from China. The committee still expects the arrival by mid to late May. The committeeman in charge of the project, Jim Johnson, reported that the attachment plate is now stainless steel at no additional cost and, to prevent top piece UV fading, he ordered UV protection added to the paint at \$1.00/lamp extra. Svatek then reported that the committee has come up with a list of infrastructures needing power washing at the clubhouse: deck, ramp, railing, stairs, facial boards, and overhanging rafters. The committee gave two quotes, one for \$749 from Building Wash, NC, and \$600 from Brant Spicer. The board decided to accept Mr. Spicer's quote. Mr. Spicer's quote is a part of these minutes (appendix 1)

Motion by Svatek, seconded by Bushey to accept Brant Spicer, Lexington, NC's, quote of \$600 to power wash the clubhouse deck and adjoining structures. All in favor; motion passed.

Svatek continued that there was a suggestion that the deck railing should be restrained. There was some discussion that the railing was replaced years ago with a synthetic material and thus would not absorb any stain. Bill Conrad will be asked to advise the board on this matter. Svatek then reported that the IRC did a boatyard storage area survey and reported that there are the following open slots: 22 of 77 possible for boats, 9 of 18 for water skidoos and 10 of 21 for RVs. Ish and Hoppensteadt reported that when the day comes that we need more space, the adjoining wooded area could be leveled and fenced for \$50,000, giving an additional 33% more parking. The discussion of using the old 20mph signs for the blind curve on Rocky Cove Lane was revisited. There was no action taken.

RFC: Board liaison Al Hoppensteadt reported that the one-day, non-wedding clubhouse reservation use for private parties by members in-good-standing has been updated and submitted by the RFC committee.

Motion by Hoppensteadt, seconded by Ish to accept the updated clubhouse one-day, non-wedding agreement for clubhouse reservations as submitted by the RFC. There are no changes in the fees charged, and the new agreement will be effective immediately. All in favor; motion passed. A copy of the agreement is a part of these minutes (appendix 2)

Hoppensteadt stated that the approved hot tub repairs will begin when the same company that is repairing New Harborsgate's pool begins and finishes Harborsgate's pool repairs.

Security: Board liaison Jerry Bushey reported the committee is asking the IRC to consider using one of the 20mph signs to be repurposed to warn strangers who are lost from accidentally going eastward on Sierra Trace Drive to the end. They suggest putting a "No Outlet" sign at the top of the hill by Boulder Ridge Drive. Bushey also reported the committee is asking for some nighttime lighting via motion sensor LED lamps be considered for the fire tower emergency road for exiting more safely and better trespasser monitoring. The committee will get some quotes for solar powered lamps. Director Ish advised that the emergency roadway easement is only 30 feet wide leaving little space for pole placement. There continued some discussion on the need for being able to turn on the clubhouse deck or interior lighting remotely. No action was taken.

Social: Board liaison Cathy Moore reported that The Springs' "Welcome to Spring" gift bag will be delivered on March 20. The committee will decide on the possibility of scheduling an in-person membership party this summer at their next committee meeting.

Firewise: Board liaison Curtis Ish reported that the Fire Danger Warning Sign has been completed and is in his possession. He will invite members of Firewise, SBG, IRC, and the board to meet and pick a site for the sign's placement.

SBG: Board liaison Curtis Ish reported that when asked if any committee members would be interested in forming a Neighborhood Appearance sub-committee, nobody volunteered and in fact, a couple of members were strongly opposed to establishing one. It was decided that when there is a complaint, the board will respond with a friendly reminder to the property owner involved. The SBG also suggested publishing friendly neighborhood-appearance reminders in our newsletter.

Communications: No report

Nominating: No report

Finance: Treasurer Al Hoppensteadt reported that the delinquency rate dropped from 86 to 75 after sending all quarterly delinquents to our collection agency. The committee will continue doing this after each quarterly billing. He asked for volunteers to help him decide if any of the long-term delinquent properties would be worth the expense and trouble of starting foreclosure on. Director Ish volunteered to help the committee in the appraisal. Hoppensteadt further reported that the HOA owes the IRS \$2,500 in taxes for the interest earned in 2020.

President Svatek called for old business:

- Action List (items not already discussed in the committee reports or no report this month):

- a) CHIT Force progress report: Director Bushey reported that all home residents and most lot owners have been contacted to see if they would be interested in Kinetic's offer of fiber-optic cable service to each existing home and those homes to be built in the future. Bushey reported that so far 86 members said yes. Several small meetings of 20 persons or less with Kinetic's representative, Reid Chavis, were held to ask questions and have them answered. Kinetic is still working on the final contract that participants will enter into with the provider. One possible reason for the holdup is that FCC regulations are involved. Bushey still hopes a final written contract will be offered soon. There followed a lengthy general discussion on why initial signers have to pay for the installation costs for 36 months when homeowners that purchase resold homes after 36 months or build new homes after 5 years pay the lower standard rate. Alternatives were suggested including taking the money from our reserves which would deplete them or leveling a one-time special assessment on all lots whether developed or not. Another suggestion which would save the initial homeowners money is that the initial buyers make a one-time payment. Bushey will try to get accurate costs needed for all proposals. [Editor's note: The suggestion to levy a special assessment on all members is addressed in our covenants. Approval of such an assessment would need a majority vote of the attendants notified via USPS letter of the time and place at a special meeting to vote on the issue.]
 - b) Drone ordinances: Director Ish reported that in conversations with Alton Hanes, Davidson County Emergency Management Coordinator, there are no county ordinances regarding drones over private property (yet). He speculated that any confrontation over an owner's property would favor the property owner.
 - c) Mailbox numbers: Mailboxes are not required but the USPS will discard or return as undeliverable any mail to the address that does not have a mailbox. County ordinances mandate either the mailbox have minimal 3" high street numbers or 4" high numbers on any home that is applying for a Certificate of Occupancy. Numbering on streets in front of the home is also acceptable. To Mr. Hanes knowledge, no agency checks to see if the numbering is maintained.
- The board discussed the problem of monitoring whether members were present with their guests when using the various amenities in The Springs. No action was taken.

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, April 22, 2021.

Respectfully submitted, Curtis Ish, Secretary HOA

Appendix 1. Brant Spicer power washing quote [scanned 3/19],

BRANT SPICER
 803 W. H.C. HIGHWAY 150
 LEXINGTON NC 27289
 (336) 258-5889

966238

customer's order no. _____ phone _____ date 3/17/21

name The Springs

address _____

city state zip High Rock

paid by cash charge check shipping information
 card on acct #

quantity	description	price	amount
1	Cleaning of deck	\$60.00	
2	Waxing of facial		
3	boards		
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

received by _____

keep this slip for reference DC3006 (7/16-1)

Appendix 2. Clubhouse non-wedding one day/night reservation agreement

APPLICATION FOR ONE-DAY CLUBHOUSE RESERVATION

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 bills, late charges or fines, and not having been denied access to the facilities for previous misuse. Applicant must also be at least 21 years of _____ age and will **remain in attendance and be responsible for their guests' actions throughout the duration of the function.**
2. Applicant requests to reserve the Clubhouse on _____ between the hours of _____ and _____.
3. Applicant agrees to pay a fee of \$125 for parties of 25 or less people or \$250 for over 25 people. A refundable security deposit of \$500 is also required 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 10 days before the date of the event. Any applicant check returned for insufficient funds will be charged a \$25 fee per check.

4. Applicant understands and agrees that the refundable security deposit of \$500 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.
5. Only the applicant will open (unlock) and close (lockup) the Clubhouse. This responsibility **may not** be delegated.
6. On the day of the event, the Clubhouse is available for use as noted in #3 above. 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.
7. 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.
8. 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.
9. 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.
- 10.** 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.**
11. Applicant agrees to indemnify and hold harmless the Association, Cedar Management Group, and their employees for all claims and liabilities related to their reservation.

12. 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.
13. 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.
14. 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

- 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: _____

Number: _____ Springs Lot

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:
