

## Introduce Board Members

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First, Let's begin this meeting by stating why we haven't met before now. We have been in a pandemic and we did not want to risk the health of our neighbors. Many facilities were not opening their facilities to outsiders. Hopefully, we will never have to postpone a community meeting in the future.

Secondly, let's be perfectly clear... when we all, the Board members, were elected to serve on this Board, we had no intention of assuming the responsibilities of Rouland Management Services. However, when we discovered some inconsistencies in their management practices, we felt it was in the best interest of our neighborhood to assume the management role. We have retained an attorney and an accountant to review Rouland's documents and we are not at liberty to discuss this case any further at this time due to pending litigation.

Let's make sure everyone is listening to this statement!!!! This Board has no intention of continuing indefinitely as the managers of this neighborhood. Once again, because of the circumstances of the past year, we have not had an opportunity to fully vet potential management companies to take over the management of the Glen.

Also, questions have been raised as to why we are paying the same amount for dues this year. We severed ties with Rouland Management on October 16, 2020. We had no financial analysis of exactly how much money we would need to maintain the standards of our neighborhood. Therefore, because we have no intentions of continuing this management role, we continued to collect our neighborhood dues as they had been collected in the past.

## **Financial Report**

The report reflects the 2021 financials. We have made it a point to be as conservative a possible when making decisions concerning our expenditures from January to May. This is the timeframe when we have had complete control of the Glen financials.

Keep this thought in mind, this Board is made up of your neighbors who are volunteering their time to try to maintain the high standards of our neighborhood. We are a covenant community with established procedures and policies governing all of us. The Board included! Each resident should have been aware of the covenants when your home was purchased.

When we make a decision concerning any neighborhood issue, our first thought is to think of the legal implications for all of us. We live in a private neighborhood. Therefore, if a problem arises, we all could be adversely impacted. We will always err on the side of caution.

## **COVENANTS**

**I would like to review a few of the covenants where we have the most questions.**

4.7 Rules and Regulations. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots and Common Areas. Without limiting the foregoing, the board may adopt rules and regulations which shall govern the use of any of the Common Areas (including, specifically, the use of any of the recreational facilities, if any, situated within the Common Areas), the enforcement of all of the terms and provisions of this Declaration and any rules and regulations adopted by the Board and such other matters, including, without limitation, the limitation, restriction or prohibition of application of fertilizers, pesticides, and Other chemicals within the Development. Copies of such rules and regulations shall be binding upon all Owners and Occupants until and unless such rule or regulation is specifically overruled, canceled or modified by the Board or by the majority vote of the total votes of the Association at any regular or special meeting of the Association; provided, however, that no such rules or

regulations may be overruled, canceled, or modified such action is also approved by Developer so long as Developer owns any portion the Development.

When we implemented the Commons Area Usage Form our thoughts were, after this pandemic, we may have our neighbors wanting to use these facilities more than ever. We thought we needed to have a procedure in place so that we would not have multiple families convening at the same place at the same time wishing to have an event.

Also, in the past, we have had visitors to the parks leave their trash for others to clean up. Our thought was that folks would be more mindful for leaving the areas as they found them if we instated a \$100.00 deposit for the use of the area. Evidently, this concept has been totally misunderstood. We ask that the person completing the Commons Usage Form, submit a deposit check for \$100.00 when the application is approved. The check is returned to the applicant after the event and there are no problems in the Commons areas. To date, our Board members are the only ones to submit a deposit for using the areas.

Checks can be returned to Chris and Jane

**The next major issue that we are dealing with is our neighbors are NOT submitting change request forms to the Architectural Review Committee.**

## **ARC**

5.4 Architectural Standards. Developer and the ARC is hereby authorized but not required to promulgate and amend or modify from time to time written Architectural Standards governing policies, guidelines and minimum requirements to be satisfied with respect to the construction, improvement, alteration, location, landscaping and design of all Dwelling and other Improvements on any Lot, the content and manner in which plans and specifications and other documentation and information concerning the

construction of any Dwelling or other Improvement on a Lot are to be submitted to and approved by the ARC and any other matters affecting the construction, improvement, alteration, repair or maintenance of any Dwelling or other Improvements on any Lot. The Architectural Standards adopted by Developer and the ARC shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

### 5.5 Approval of Plans and Specifications.

- (a) In order to preserve the architectural and aesthetic appearance and natural setting and beauty of the Development, to establish and preserve a harmonious design for the Development and to protect the value of the Property, the Lots, the Dwellings, and all other Improvements thereon,

NO IMPROVEMENTS FOR ANY NATURE SHALL BE COMMENCED, ERECTED, INSTALLED, PLACED, MOVED ONTO, ALTERED, REPLACED, RELOCATED, PERMITTED TO REMAIN OR MAINTAINED ON ANY LOT OR DWELLING BY ANY OWNER OF THE ASSOCIATION, OTHER THAN THE DEVELOPER, WHICH AFFECT THE EXTERIOR APPEARANCE OF ANY LOT OR DWELLING UNLESS PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARC IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS SECTION 5.5. WITHOUT LIMITING THE FOREGOING, THE CONSTRUCTION, INSTALLATION, OR ALTERATION OF ANY DWELLINGS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, MAILBOXES, DECKS, PATIOS, COURTYARDS, SWIMMING POOLS, TENNIS COURTS, GREENHOUSES, PLAYHOUSES, AWNINGS, WALLS, FENCES, EXTERIOR LIGHTS, GUESTS QUARTERS, GARAGES OR ANY OTHER OUTBUILDINGS, SHALL NOT BE UNDERTAKEN, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION BE MADE (INCLUDING, WITHOUT LIMITATION, PAINTING, OR STAINING OF ANY EXTERIOR SURFACE) TO ANY DWELLING OR IMPROVEMENTS, UNLESS

THE PLANS AND SPECIFICATIONS FOR THE SAME HAVE BEEN SUBMITTED AND APPROVED BY THE ARC IN ACCORDANCE WITH THE TERMS AND PROVISIONS FO THIS SECTION 5.5.

(B) The ARC shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. The ARC shall have the right to disapprove any plans and specifications upon any ground which is consistent the objectives and purposes of this Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Declaration or the Architectural Standards, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed Improvement with the scheme of development proposed for the Development, objection to the location of any proposed Improvements on any such Lot, objection to the landscaping plan for such Lot or Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inharmonious with the general plan of development contemplated for the Development. The ARC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Dwelling. Approval of plans and specifications by the ARC for Improvements to one particular Lot or Dwelling shall not be deemed an approval or otherwise obligate the ARC to approve similar plans and specifications or any of the features or elements for the Improvements for any other Lot or Dwelling within the Development. The ARC shall establish a fee sufficient to cover the expense of reviewing plans and related data and to

compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof. Such fee or fees shall be paid by the Owner who is seeking the ARC's approval of plans and specifications. Notwithstanding anything provided herein to the contrary, an Owner may make interior improvements and alterations within his Dwelling that do not affect exterior appearance and the Association may make interior improvements and alterations within any buildings or structures it maintains or owns that do not affect exterior appearance and, in each case, without the necessity or

requirement that the approval or consent of the ARC be obtained.

(C) In the event the ARC fails to approve in writing any such proposed plans and specifications within forty-five (45) days after such plans and specifications have been submitted, then the plans and specifications so submitted will be deemed to have been disapproved.

(D) Any revisions, modifications or changes in any plans and specifications previously approved by the ARC must be approved by the ARC in the same manner specified above.

## 5.8 Construction Without Approval

If (a) any improvements are initiated, installed, maintained, altered, replaced on any Lot or Dwelling without approval of the plans and specifications for the same or (b) the ARC shall determine that any approved Plans for and Improvements or the approval of landscaping plans and/or the approved Erosion Control Plan for any Lot or Dwelling are not being complied with, then in either event, the Owner of such Lot shall be deemed to have violated this Declaration and the ARC shall have the right to exercise any of the rights and remedies set forth on Section 5.14.

## 5.14 Enforcement and Remedies

In the event any of the provisions of this Article V are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors, of any Owner or Occupant, then the Board, the ARC and/or the Association shall have at their option, to (a) enjoin any further construction on any Lot or Dwelling and require the removal or correction of any work in place which does not comply with the plans and specifications approved by the ARC for such Improvements and/or (b) through their designated agents employees, representatives, and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish such violation breach. All costs and expenses incurred by the Board, ARC, Association in enforcing any of the provisions of this Article V, including, without limitation, attorney's fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the Board, ARC, or Association in causing any Owner or such Owner's contractors, agents, invitees to comply with the terms and provisions of this Article V, shall be paid by the Owner, shall constitute an Individual Assessment to such Owner pursuant to Section 8.6 below and if the same is not paid when due, shall be subject to the lien provided for in Section 8.8 below and subject to foreclosure as provided within. Notwithstanding, anything provided herein to the contrary, the rights and remedies of the Board, ARC or the Association may exercise at law or in the equity or any of the enforcement rights set forth in this Declaration.

## Landscaping

- (i) All Owners shall maintain their yards in a neat and attractive manner as by the ARC, which determination shall be final, conclusive and binding on all Owners and Occupants. The ARC may from time to time promulgate rules and regulations with regard to the maintenance and appearance of yards including, but not limited to rules and regulations as to acceptable and unacceptable lawn fixtures, decorations, accessories and plant life.

## ACCOMPLISHMENTS

New lighting with the installation of a new light post on Augusta Lane

Regulatory signs painted

Upgraded the irrigation systems in Shinnecock and Oakmont

Upgraded all three gazebos and are in the process of weatherproofing all three

New landscaping at the front entrance

Either changed or renegotiated contracts with subcontractors:

- Insurance – saved \$1,700

- Lawn Maintenance

- Alabama Power

- Chemical spraying

Had website developed

Always know... if there is anything you wish to discuss with this Board all you need to do is email the Board and make an appointment to come to the next Board meeting.