

# **Seabrook Village Association, Inc. Annual Meeting**

Saturday, September 8, 2018

Mashpee Public Library

Mashpee, Massachusetts 02649

## **AGENDA (By-laws, Article V, Par. 9)**

Call to Order (promptly at 10:00 am)

Certification of Quorum

Article V, Section 6: Clerk's tally for a quorum

Article V, Section 5: Verify 30 day notice of meeting

Reading of 2017 Annual Meeting Minutes

Waive reading, motion to accept, vote by acclamation

Officers' Reports

President

Treasurer

Committee Reports

Architectural Control Committee

INTERMISSION

Streets and Common Grounds

Appointment of Tellers for the election of Directors

Election of Directors

New Business

Covenants and By-laws

Adjournment

# **President's Letter**

**September 8, 2018**

As your outgoing President, I wanted to take this final opportunity to share with you, the residents of Seabrook Village, some of my thoughts about our neighborhood. Many times during the past three years, I have had the occasion to speak with new residents, real estate agents and builders. The thread that was common to all these conversations was that Seabrook Village is a very desirable location to live. This does not happen by accident. We are governed by Covenants and By-laws which support and maintain the desirability of our homes. These Covenants and By-laws help us all by supporting the value of our properties. These rules and guidelines, by themselves, mean nothing unless the mandates are followed by all residents.

The last revision of the Covenants and By-laws took place in 2006. The world has changed dramatically during the last twelve years. Several unpleasant incidents were the catalyst for the revisions to the Covenants and By-laws which are put forth to you, the membership, for a vote at the Annual Meeting. I encourage you to read them thoroughly and if you have questions, call the Association's phone (508-534-5525). A member of the Board of Directors will return your call.

The changes will not solve all of the issues we face, but they do give future Boards tools to work with. Covenants and By-laws are only as strong as the will of the residents to implement them. It takes all of us, working together, to provide a beautiful neighborhood for all to enjoy.

My thanks to all of the residents of Seabrook Village for your support and kindness during the past three years. My thanks and appreciation also go to the Board members with whom I have worked. Without their energy, enthusiasm and dedication to the tasks at hand we would not have been successful.

Sincerely,

**David J. Rodriquenz**, President

Seabrook Village Association

# Seabrook Village Association Annual Meeting Minutes

September 9, 2017 Mashpee Public Library

**Call to Order:** 10:05 am. **Board members present** - Lynne Barbee, Matt Hagan, Debbie Kirkland, Ken Klint, Dave Rodriquenz, Rosemary Rodriquenz & Bob Savage. **Absent:** Penny Feeney.

- **Certification of quorum:** attained
- **Verification of 30-day notice of meeting:** attained
- **Reading of the 2016 Annual Meeting Minutes:** waived
- **Motion to accept 2016 Meeting Minutes:** approved

## President's Report (Dave Rodriquenz):

**Goals Attained:** Increased Communication and transparency of board activities. The Initiation of a large-scale renovation of the village landscaping has begun.

**Future Goal:** Updating the association By-laws

**Treasurer's Report** (Debbie Kirkland): Treasurers report was received and approved.

Money in SVA accounts:

Checking: \$ 6,672.79.

CDs: \$21,018.52

\$20,832.94

Money Market: \$16,470.60.

Total to date: \$72,757.18

FY18 proposed Budget as presented by Debbie Kirkland was accepted unanimously

## Appointment of Tellers

Tellers appointed to count votes for raising dues / spending up to \$40,000 for landscape project:

**Raising Annual Dues:** Motion to raise the dues to \$200.00 was made by Chris Spillane and seconded by Arlene Williamson.

Motion passed 50-26. Dues increase will be effective September, 2018.

## COMMITTEE REPORTS

**ACC Report** (Ken Klint): Members notifying the Board of changes to their property were commended for their compliance to the By-Laws. 27 requests made and approved & (1 denial):

Sheds - 2, Decks - 1, Landscape changes - 2, Fences -3, Tree removal - 7, Exterior painting - 5, Exterior alterations (door, window trim) - 4, Solar panels -2.

Real Estate Market: SVA home sales averaged mid to high \$300s - low \$400s. Average days a home was on the market was 92.

Lots on the market: 87 Surf Drive, 169 Surf Drive (by owner), 5 Driftwood Way. Average lot prices: \$149K - \$219K.

### **Streets & Common Grounds (Bob Savage):**

- New landscaping company was hired to renovate the entrances & provide monthly maintenance. The maintenance contract is to be reviewed yearly.
- Pot hole issues were resolved by the Mashpee DPW.

### **Presentation of the SBV Landscape Plan.**

Project cost will be capped at \$40,000.

Project to include the following: Removal of overgrown plantings and pruning of existing ornamental/deciduous trees. Installation of new flowering shrubs and perennials. Cost of mulch to be determined by type and amount needed. Watering of new plantings, in order to insure replacement by the installer.

Project Time Frame: The project will begin in the spring of 2018.

Discussion and concerns were voiced by some members in attendance.

A motion was made by Bill Krylowitz, and seconded by Chris Spillane that authorizes the board to spend up to \$40,000 on the landscape project. Motion passed 53-23.

### **Election of Board of Directors for FY18**

The Board of Directors slate for FY18 was unanimously elected by acclamation. Board members are: Penny Feeney, Matt Hagan, Debbie Kirkland, Ken Klint, Bill Krylowitz, Nick Perris, Dave Rodriquenz, Bob Savage.

### **Issue from the Floor**

AirBnB rental at 106 Surf Drive was a major concern. The Board will be contacting our attorney to explore legal options.

### **Motion to Adjourn:**

Dave Rodriquenz made the motion to adjourn. It was unanimously seconded and approved. At 12:02pm.

Respectfully submitted: Rosemary Rodriquenz, Clerk

## Treasurer's Report

Debbie Kirkland

### Bank Accounts - July 31, 2018

1001 Checking	15,052.38
1002 Money Market	5,305.42
10021 CC5 CD1 33-1	21,124.54
10022 CC5 CD2 29-1	10,057.99
10023 Money Market - Tennis Court Fund	<u>7,765.55</u>
<b>Total Bank Account</b>	<b>\$59,305.88</b>

In December 2017, CD2 29-1 (\$20,871.27) was up for renewal. \$10,871.27 was moved to 1002 Money Market and the balance of the CD (\$10,000) was renewed at a rate of 1% for 13 months.

In July 2018, CD1 33-1 (\$21,125.54) was up for renewal. This CD was renewed at a rate of 1.9% for 11 months.

A copy of the August 31, 2017 SVA Financial Statements, reviewed by Fitzgerald, McGrath & Associates, LLC, can be found on the SVA website ([www.seabrookvillageassociation.com](http://www.seabrookvillageassociation.com)).

NOMINATIONS FOR THE BOARD OF DIRECTORS

FY 19

LYNNE BARBEE

MATT HAGAN

DEBBIE KIRKLAND

RAY LEVENDUSKY

NICK PERRIE

GREG WILLS

# Proposed Revision of Covenants and By laws

## The Seabrook Village Association, Inc.

September, 2018

Dear Association Members:

After eight months of thoughtful and at times tedious work, the Association Board of Directors has drafted a much needed revision to the Covenants and By-Laws last revised in 2006. We have taken into consideration factors that have and continue to change in our Association, but we have also strived to keep the spirit of what Seabrook Village was created to be. It is often that people drive through, visit, or in looking for property in our community, comment on the beauty and upkeep of the homes and common areas.

The Board of Directors, in revising these Covenants and By-Laws, have attempted to address issues brought forth by the Membership, as well as hopefully addressing future changes in Local and State Laws that may affect Seabrook Village. While a number of updates were basic "housekeeping" revisions, some points have been changed to meet both Membership concerns as well as overall issues concerning our community.

The following pages highlight revisions that the Membership "should take note of," as these and those aforementioned "housekeeping" details will be voted on at the annual meeting. These revisions may be compared to the 2006 Covenants and By-Laws which are available on the Seabrook Village Association website, [www.seabrookvillageassociation.com](http://www.seabrookvillageassociation.com) in the section and pages noted.

Thank you for your support.

Sincerely,

*The Seabrook Village Association Board of Directors*

## Covenants Revisions

September, 2018

### **Found in 2006 Declaration of Covenants Pages 8 & 9**

#### *C(2) Penalty Assessments*

1. If, during new home construction, the condition of any lot (or materials, structures or improvements thereon) shall be deemed by the Architectural Compliance Committee (the "ACC") to be in violation of the Covenants, including but not limited to guidelines promulgated thereunder, penalties shall be assessed, as hereinafter provided, in an amount so determined by guidelines enacted by the Board in proportion to the violation per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be assessed, together with interest on the cumulative principal amount, calculated at the rate of interest per the Board enacted Guidelines, per annum and compounded monthly. The said penalty(ies) shall be assessed and charged, first, against, and paid out of any Performance Deposit received by the Association, pursuant to paragraph 2 of Section E(2) (New Home Construction) hereof, and held by the Association for the account of the owner(s) of such lot, then, to the extent of any deficiency, against the owner(s) of such lot.
2. If any lot or lot owner(s) are deemed by the Architectural Compliance Committee to be in violation of Section E hereof (Construction Restrictions) in respect of all construction on such lot, other than new home construction, there shall be assessed against such lot and such lot owner(s) a penalty in an amount so determined by guidelines enacted by the Board in proportion to the violation, per incident, per month, and so long as any violation shall continue, the applicable penalty(ies) shall continue to be such assessed, together with interest on the cumulative principal amount, calculated at the rate of interest per the Board enacted Guidelines, per annum and compounded monthly.
3. The Board of Directors shall have all appropriate power and authority to respond to, and investigate complaints in writing, via standard mail or email, addressed to, and received by the Board, alleged violations hereof and to pursue the resolution thereof, in accordance with its prescribed procedures, before exercising its right to impose penalties upon the offending lot owner(s). If the Board finds violation(s) of Section D (Land Use Restrictions), a penalty shall be assessed in an amount so determined by guidelines enacted by the Board in proportion to the violation, per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be assessed, together with interest on the cumulative principal amount, calculated at the rate of interest per the Board enacted Guidelines, per annum and compounded monthly.
4. If any lot owner(s) shall fail to pay any penalty assessed against such lot and the owner(s) thereof, a continuing lien and/or attachment shall be levied and placed upon such lot. A continuing violation and failure by the lot owner(s) to correct the same, or a failure by the lot owner(s) to pay penalties assessed, may result in the Association's commencement of legal proceedings in which event reasonable attorney's fees and court costs incurred in connection with such proceedings and the collection of assessments and penalties shall be and become further and additional obligations of the lot owner(s), payable to the Association.

- a. The Board may assign a Board member or Designee, as representative for the Seabrook Village Association, to attend court or other legal proceedings relative to violations, assessment payment or any other event necessitating court appearances, and be compensated in accordance with the current guidelines. Also, mileage will be compensated according to the level designated by the United States Department of Internal Revenue. All Fees and Assessments will be charged to the lot owner(s) in violation of Covenants and By-laws of the Seabrook Village Association. (*Refer to Fee Guideline for Small Claims Court Charges 2017.*)
5. Association funds attributable to penalties collected hereunder shall be used and applied to the same purpose and for the same benefits to which and for which annual assessments are to be used and applied pursuant to paragraph 2 of Section C(1), Maintenance Assessments above.

## **D. Land Use Restrictions**

### **Found in 2006 Declaration of By Laws Pages 9 & 10**

1. Except for common areas, as set forth in Section F, Property Rights in Common Areas, all lots are to be used for single family residential purposes only. Residential lots shall not be used for commercial purposes or be advertised as such.
  - a. No residential property may be leased, rented, licensed or let (collectively "rented") for a term of less than Four (4) weeks ("minimum rental period") and no Residential property may be rented more than Three (3) minimal rental periods per calendar year without the prior written approval of the Board.
  - b. All rental properties in Seabrook Village shall be subject to any and all restrictions, licensing, and inspection propagated by the Town of Mashpee and/or the Commonwealth of Massachusetts and will provide evidence of such, prior to rental use, to the Board of Directors as stated in these restrictions.
2. Overnight parking of motor vehicles on the streets or common areas, including the shoulders of roads, is prohibited. No more than One (1) unregistered vehicle will be allowed on a property as stated by the Town of Mashpee By-Laws Chapter 168-1.
4. Animals or fowls other than a reasonable number of household pets may not be kept on the premises nor may any such animals or fowls be bred for the purposes of resale. All residents having household pets on their property shall be responsible for compliance with applicable leash laws and other applicable animal control laws established and promulgated by the Town of Mashpee By-laws (Chapter-79 Article 1, Section 79-5.1)
6. The following are not permitted on any lot: trailers, tent trailers, landscaping trailers and campers greater than 12 feet in length (excluding the trailer tongue length), and boats greater than 24 feet in length (excluding the trailer tongue length). All boats, trailers, tent trailers, landscaping trailers, and campers shall be placed or kept behind the front line of any residential structure on a lot.
  - a. Travel/tent trailers will not be utilized as housing on any lot.

- b. Trailers utilized for temporary housing while a home is under repair following fire, storm or other damage making the home inhabitable, will be at the approval of the Architectural Compliance Committee and the Board of Directors, and require an occupancy permit issued by the Town of Mashpee.
7. Exterior clotheslines, rubbish and waste cans, are permitted, but they must be enclosed or screened from the view of residents of abutting properties and from the street.
    - a. Solar panels (ground installation), windmills, and temporary garages/car ports will not be permitted without the Architectural Compliance Committee and Board of Directors approval.
    - b. Portable/temporary basketball hoops or other sporting equipment will not be allowed for street use due to traffic/safety issues. Portable/temporary basketball hoops and other sporting equipment shall be kept within the boundaries of the residence, and maintained in good condition. At no time will sporting equipment be allowed on Common Areas or Association property (excluding that used for tennis on the Association tennis courts).
  8. Trucks, over Three Quarter 3/4 ton, motor homes, construction or like equipment or mobile homes/ stationary trailers of any kind shall not be stored or parked on any lot (except while parked in a closed garage), nor parked on any residential street in the subdivision, except while engaged in transporting furniture, furnishings, goods or materials to or from a residence in the subdivision. *See Also Section D(6) (a&b).*
  10. Yard sales in excess of Two (2) per year per lot are prohibited. (The Board must be notified at least Two (2) weeks prior to the Yard Sale.)

\* **All other Land Use language will remain unchanged.**

\*\* **The "Architectural Control Committee", will now be known as the "Architectural Compliance Committee".**

### **By-law Revisions**

**September, 2018**

**Found in 2016 By-Laws,**

**Page 5 of 15: Article VI, Section A, Paragraph 3**

Add the wording as follows:

"A Board member may remain as a member of a standing committee after his/her term has expired. The position on a standing committee does not carry Board membership, nor voting power or authoritative rights."

**Page 8 of 15: Article VI, Section A, Paragraph 12**

After the phrase..."approval of a majority of the lot owners...", insert the phrase, [in person, or by proxy.]

**Page 8 of 15: Article VI, Section B, Paragraph 2**

After the phrase... "including but not limited to..." insert, [the power to appoint special committees from among the members, in good standing, from time-to-time, as the President may deem necessary to assist in the conduct of the Association's business.]

**Page 10 of 15: Article VI, Section B, Paragraph 5, Sub-Head a**

Add the following:

"The Treasurer may select, with the approval of the Board, members of a Finance Committee to assist in fulfilling the Treasurer's duties. Members of this committee will not be members of the Board and will not retain voting rights."