GPOA Board Minutes

Special Meeting

September 21, 2026

1. Meeting called to order at 5:30 pm by Dan Cashman

2. **Board Attendance**
Dan Cashman (DC) President
Tony Embrey (TE) Vice President
Tammy Howard (TH) Treasurer
Ed Harvie (EH) Secretary
Renee Brochu (RB) Communications

3. Membership Attendance: 85

4. Explanation of the Meeting:

The meeting was petitioned by members of the GPOA with the required 50 signatures to answer specific questions regarding the relationships between the GPOA, the Nature Park at Greenbrier, and the NC Conservancy (NPGNC Conservancy).

5. DC started the meeting by explaining that the NPGNC Conservancy was a 501.c.3 organization using the word " Conservancy" as part of its name only and was not operating as an incorporated Conservancy with powers of acquiring property.

6. 11 questions / comments were presented in the petition. Not all of these were discussed and answered due to the 60 minute time constraint due to the Emerald having previously scheduled a meeting later that evening. The items which were addressed are shown below. Handouts provided by Dan Cashman and Mike Waring are included along with a copy of the Petition are attached.

Are current activities within the scope of the Nature Park deed?
Yes

Who is managing the operations at the nature park?
There is no single site manager. The GPOA board is responsible for hiring lawn services for the grass and approving work done by the Nature Park volunteers (acting as an ad hoc committee) as well as coordinating activities performed by NPGNC Conservancy whose chairman is David Chew.

Does the GPOA Board have a record of the Nature Park Volunteers?
Yes

How do we account for Nature Park gifts funded by the NPGNC Conservancy, the Nature Park, and the Greenbrier Garden Club?
Gifts of monetary value accepted are recorded by the treasurer. Labor is accepted for approved projects. Replacement of items in the park requires GPOA board approval.

Have there been capital improvements in the Nature Park without discussing and getting approval by the GPOA membership?
The question was not discussed due to time limits.

Is the BoD discussing and considering executing a Conservancy agreement, easement, or other understanding with the NPGNC Conservancy without discussing and getting the approval of the GPOA membership?
The BoD has had discussions with NPGNC Conservancy but has taken no further actions.

What is the benefit and what is the risk in executing an agreement with NPGNC Conservancy.
The benefit would be insuring the Nature Park is well maintained and improved by dedicated volunteers who are contributing time, effort, and personal resources for the betterment of the Greenbrier community. There are no material or legal risks which have been identified.

The Association has $67,000 in the reserve fund. Should we not be able to cover maintenance of the park with or without volunteers?
The reserve fund was not created for this purpose.

Has the BoD engaged a conservancy attorney to consider a relationship with NPGNC Conservancy?
Yes

The meeting adjourned at 6:30 pm.

Submitted by Ed Harvie Secretary

We, the undersigned, do hereby Petition The Greenbrier Property Owners Association (GPOA) Board of Directors (BoD) in accordance with GPOA Bylaws Article IV Section 2B for a Greenbrier Property Owners Association (GPOA) to convene a Special Membership Meeting at the location, date and time below.

Location: Emerald Golf Club House, Greenbrier, NC

Date: 16 September 2026

Time: 5:30 pm

Purpose: To clarify for the Association what is going on in the GPOA Nature Park and by whom. To date there has been a misrepresentation by the GPOA BoD and the Nature Park at Greenbrier, NC Conservancy (NPGNC Conservancy).

Background: In September 2023, Mr. David Chew filed Articles of Incorporation (AOI) with the State to form the NPGNC Conservancy. The purpose he later shared at BoD meetings was to provide a tax deduction vehicle for current volunteers and others to contribute to the upkeep and operation of the park. Additional purposes stated in their AOI were to provide charitable, educational, and scientific services.

Prior GPOA BoDs repeatedly asked Mr. Chew to provide information that could be used to prepare a Memorandum of Understanding/Agreement (MOU/MOA). To our knowledge nothing has been provided.

Thus the questions/comments below:

- The Nature Park (valued at $267,900) was deeded to the GPOA with a number of restrictions. Are current activities within the scope of the deed?
- Who is managing the operations of the Nature Park?
- Does the GPOA Board have a record of the Nature Park volunteers?
- How do we account for Nature Park gifts funded by the NPGNC Conservancy, the Nature Park and the Greenbrier Garden Club?
- Have there been capital improvements in the Nature Park without memberships' vote?
- Is the BoD discussing and considering executing a Conservancy Agreement, easement or other understanding with the NPGNC Conservancy without discussing and getting the approval of the GPOA membership?
- What is the benefit and what is the risk in executing an agreement with NPGNC Conservancy?
- The Association has $67,000 in the reserve fund; should not we be able to cover maintenance of the Nature Park with or without volunteers?

- Has the Board engaged a conservancy attorney to consider a relationship with the NPGNC Conservancy?
- Some residents and a board member researched having a relationship with a conservancy. They were advised to use caution as there are numerous pitfalls and possible legal problems.
- The NPGNC Conservancy was approved as a non-profit organization under 501(c)(3) by the IRS. The GPOA is not a part of this contract nor obligated to assist the NPGNC Conservancy.

#	NAME	ADDRESS	SIGNATURE
1	Gertie Roberts	1905 Cayenne Ct.	Gertie B Roberts
2	Jan H. Cahoon	3000 Peppercorn Road	Jan H Cahoon
3	Julia A Burke	1907 Penny Royal Av	Julia A Burke
4	Margaret Ferra	1908 Cayenne Ct	Margaret Ferra
5	Carolyn Waring	3105 Peppercorn Rd	Carolyn Waring
6	Lou Costello	3300 Peppercorn Rd	[illegible]
7	Gail McLaurin	3200 " "	[illegible]
8	Brian Tolbert	3003 Peppercorn	Brian Tolbert

9	Brent Gillespie	300 + Peppercorn Ad	
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I certify that these signatures were collected in accordance with the GPOA Bylaws.

Michael R Wesling 3105 Peppercorn Rd Michael R Wesling

- Has the Board engaged a conservancy attorney to consider a relationship with the NPGNC Conservancy?
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- The NPGNC Conservancy was approved as a non-profit organization under 501(c)(3) by the IRS. The GPOA is not a part of this contract nor obligated to assist the NPGNC Conservancy.

#	NAME	ADDRESS	SIGNATURE
1	C. FORNS SCHAEFFER	604 Doral Ct	
2	C. Kennedy	605 Doral Court	
3	P. Kirsch	602 Doral Ct.	Patricia Kirsch
4	J Salvatore	601 Doral Ct.	Tracy Salvatore
5	Harold & Pat Hansen	1356 PINE VALLEY DR	
6	Morrison	1341 Pine Valley Dr.	
7	Joanne Early	204 firestone ct	
8	Jim Hansen	208 Firestone Ct	

9	PATRICK K. HALTON	206 FIRESTONE CT. NEW BERN, NC 28562	Patrick K. Halton 24 August 2022
10	Robert A. Hamilton	1372 Pine Valley Dr New Bern, NC 28562	Robert A. Hamilton
11	Peggy Horrigan	403 Bay Hill Ct New Bern, N.C. 28562	Peggy Horrigan
12	Janet DeVenuto	406 Bay Hill Ct New Bern NC 28562	Janet DeVenuto
13	John & Carol Geremia	308 Meridian Ct NB	Carol Geremia
14	Bill & Joan Baumann	1354 PINE VALLEY	
15	KATHY BASCOM	1350 PINE VALLEY	K. B. Bascom
16	Michael S Albee	100 Saint Andrews Circle	Michael S Albee
17	Sandy & David Gillespie	110 Saint Andrews Cir	Sandy Gillespie
18	Larry Warren	1325 Pine Valley Dr	Larry Warren
19		1013 Laurel Valley Dr	DEBBIE WELCH
20	Pat Biermesser	1015 Laurel Valley Dr	Pat Biermesser

21	Anthony Fresscetti	101 Oak Hill Ln	
22	Jean Herscovici	1004 Laurel Valley Dr	Jean Herscovici
23	George Kremer	1253 Pine Valley Dr	
24	R. ALLAN	5027 CLUBHOUSE DR	
25	R. Bochm	602 Winged Foot CT	
26	Carol Hill	1407 Shinnecock	Carol Hill
27	Robin Hesser	1249 Pine Valley	Robin Hesser
28	Sandy Kremer	1301 Pine Valley Rd	Sandy Kremer
29	Michelle Rogers	1700 Pennyroyal Rd	Michelle Rogers
30	Michael Myers	1362 Pine Valley Dr	Michael Myers
31	NEIL PISCITELLI	104 INVERNESS CT	
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I certify that these signatures were collected in accordance with the GPOA Bylaws.

Mary S. Schaefer 604 Doral Court Mary S. Schaefer

- Has the Board engaged a conservancy attorney to consider a relationship with the NPGNC Conservancy?
- Some residents and a board member researched having a relationship with a conservancy. They were advised to use caution as there are numerous pitfalls and possible legal problems.
- The NPGNC Conservancy was approved as a non-profit organization under 501(c)(3) by the IRS. The GPOA is not a part of this contract nor obligated to assist the NPGNC Conservancy.

#	NAME	ADDRESS	SIGNATURE
1	JOSEPH TEKLITS	302 AUGUSTA CT	[illegible]
2	JAMES NEWELL	304 AUGUSTA CT	[illegible]
3	Vickie Ryckman Denise Wells	309 Augusta Ct	Vickie Ryckman Denise Wells
4	Robbie Riedmueller	313 Augusta Ct	Robbie Riedmueller
5	Linda Stout	301 Augusta CT	[illegible]
6	Jay + Stuart Brotherwood	303 Augusta Ct	J Brotherwood
7	Tami Babb	300 Augusta Ct	Jami Babb
8	Janet Hartman	311 Augusta Ct	Janet Hartman

9	Will Bowman	105 Kingsmill Ct	Will Bowman
10	Jan S. Berry	7003 Clubhouse Dr	Jan S. Berry
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I certify that these signatures were collected in accordance with the GPOA Bylaws.

Vickie Ryckman 309 Augusta Ct.
Vickie Ryckman

26 August 2026

Taylor Anderson, GPOA Assistant Secretary, received a petition signed by 50 GPOA members requesting a Special Association meeting to be held on 16 September 2026 at the Emerald at 5:30 pm. The room has been reserved. The Secretary is out of town until the end of the week

Signature

Date/Time: 20260826 @2016

SPECIAL MEETING, 21 SEPTEMBER 2026

HOW DID WE GET HERE?

- Association members have emailed the Board of Directors (BOD) about recent gifts to the Nature Park (NP) and about the Nature Park at Greenbrier NC (NPGNC) Conservancy's relationship to the Greenbrier Property Owners Association (GPOA). The BOD did not answer our questions, nor would they schedule a Special Meeting when asked. Association members then formally petitioned the BOD in accordance with the Bylaws to convene tonight's special meeting.
- Nature Park was deeded to the Greenbrier Property Owners Association (GPOA) in 1995 with restrictions on use and development.
- GPOA volunteers were initially organized by Geoffrey Smith to address maintenance issues within Nature Park.
- In October 2023, David Chew Incorporated a 501(c)(3) organization called the Nature Park Conservancy at Greenbrier, NC. No attempt was made to coordinate with the Association.
- At the board's request, the bylaws committee provided supporting documentation on how to respond to Mr. Chew's newly formed Conservancy.
- Association members also contacted a state conservancy expert. He advised that the association should approach any agreement with a conservancy with extreme caution and if we are seriously considering a relationship with any charitable organization we should engage a non-profit attorney. A subsequent contact with a conservancy legal firm echoed the same concern: the GPOA needs to seek appropriate legal counsel prior to any commitment with a conservancy.
- The previous board requested Mr. Chew and the board sit down together to discuss how such an association would work. Mr. Chew never did this.
- We believe the Conservancy continues to receive donations and to use these donations to fund projects within Nature Park. Based on latest financial reports, The GPOA treasurer has not received any receipts for accountability of these gifts.
- We believe projects have been undertaken over the past few years, yet there appears to be no written requests for permission. This is required per the founding documents.
- The new board is interested in putting this issue to rest. There is some concern the board will act unilaterally to reach an agreement with the conservancy. This is prohibited by both the bylaws and the articles of incorporation.
- A number of questions need to be answered for association members to make an informed decision concerning the Conservancy. These include, but are not limited to:
    - How did they start the NPGNC conservancy in North Carolina without an agreement with the property owners (the GPOA)?
    - Are they seeking a conservation easement?
    - One IRS requirement of a 501©3 is that it provide both public value and private value. How does the NPGNC plan to meet the public value?
    - What are the possible liabilities and risks?
    - What benefit does the GPOA receive that we do not already have?
    - What control do we give up for approving projects?
    - What is the NPGNC conservancy's specific (not general) plan for Nature Park?
    - Should the Association's due diligence include an evaluation of the other 53 land conservancies.for a possible "better fit?"
    - Have we considered that a conflict of interest may exist by having Mr. Chew as the head of the NP volunteers and Mr. Chew as a principal in the funding organization (NPGNC)?

Welcome everyone and thank you for coming to this Special Meeting called per the Petition **"To clarify for the Association what is going on in the GPOA Nature Park and by whom."** For the first part of this meeting, we will be strictly addressing the questions in the petition.

To get started, let's address the background information as presented in the Petition:

"In September 2023, Mr. David Chew filed Articles of Incorporation (AOI) with the State to form the NPGNC Conservancy."

Fact: In September 2023, Mr. Chew did in fact file AOI with the State. The reason the 501c3 was formed at that time was due to the devastation of Hurricane Florence and the GPOA did not have adequate funding at the time. This entity would allow for volunteers and outside donors to provide funds tax free.

Fiction: The AOI were to create a 501(c)3. NOT a conservancy.

" The purpose he later shared at Board of Directors meetings was to provide a tax deduction vehicle for current volunteers and others to contribute to the upkeep and operation of the park. Addition purposes stated in their AOI were to provide charitable, educational and scientific services."

Fact: All this is True.

"Prior GPOA Board of Directors repeatedly asked Mr. Chew to provide information that could be used to prepare a Memorandum of Understanding/Agreement (MOU/MOA). To our knowledge nothing has been provided."

Fact: Repeatedly NO

Fiction:

Petition Questions/Comments:

"The Nature Park (valued at $267,900) was deeded to the GPOA with a number of restrictions. Are current activities within the scope of the deed?

Answer: Yes. They are within the scope of the deed.

"Who if managing the operations of the Nature Park"

Answer: The GPOA. Operations are being managed by our Maintenance Committee, hired contractors (lawn care, etc) and volunteers.

"Does the GPOA Board have a record of the Nature Park volunteers?"

Answer: Yes, we have been provided a list of volunteers.
—I can assume the next question will be, are they paid members of the GPOA. I need to have a list to verify by Monday. ✓

"How do we account for Nature Park gifts funded by the NPGNC Conservancy, the Nature Park and the Greenbrier Garden Club?"

Answer: There are no comingling of funds between the two entities. Whatever donations the 501c3 receive are accounted for in their financial statements and the money is used directly on the Nature Park upkeep. They must report those monies through the proper channels and it does not affect the GPOA in any way.

"Have there been capital improvements in the Nature Park without memberships' vote?"

Answer: No. There is not membership vote required. The Association, not the members own the Nature Park. As elected representatives of the membership, the Board vote is the only vote needed when necessary, as per our attorney and as noted in the Deed.

"Is the BoD discussing and considering executing a Conservancy Agreement, easement or other understanding with the NPGNC Conservancy without discussing and getting the approval of the GPOA membership?"

Answer: No. It is not a Conservancy, and such documents do not apply to a 501c3.

"What is the benefit and what is the risk in executing an agreement with NPGNC Conservancy?"

Answer: Since it is not a Conservancy, no documents needed.

"The Association has $67,000 in the reserve fund; should not we be able to cover maintenance of the Nature Park with or without volunteers?"

Answer: The reserve fund is for emergencies and capital expenditures that are substantial and non-recurring. Technically, we should not be using the money for maintenance. If we want to pay for this going forward, we will need to budget the money or have a contingency fund to pull from. The reserve fund is essential for financial stability, property value protection, and community harmony.

For example, we did not anticipate the Zoning issue. This is going to cost thousands of dollars for attorney fees to fight. We will be asking for money from the reserve fund to help with this. We will discuss this in another meeting. If we didn't have this money in there, we would need to either raise dues or have several fundraisers.

In addition, are current Nature Park volunteers are getting older and unless we get some younger nature lovers to come out to take on some responsibilities, we may need to take on that cost.

"Has the Board engaged a conservancy attorney to consider a relationship with the NPGNC Conservancy?"

Answer: Yes, and we invited him to be here tonight, but he had a conflict. Since there is not Conservancy, he agreed that what we were doing with the 501c3 posed no issues. He did clarify that the financial aspect of both entities shall remain separate.

"Some residents and a board member researched having a relationship with a conservancy. They were advised to use caution as there are numerous pitfalls and possible legal problems"

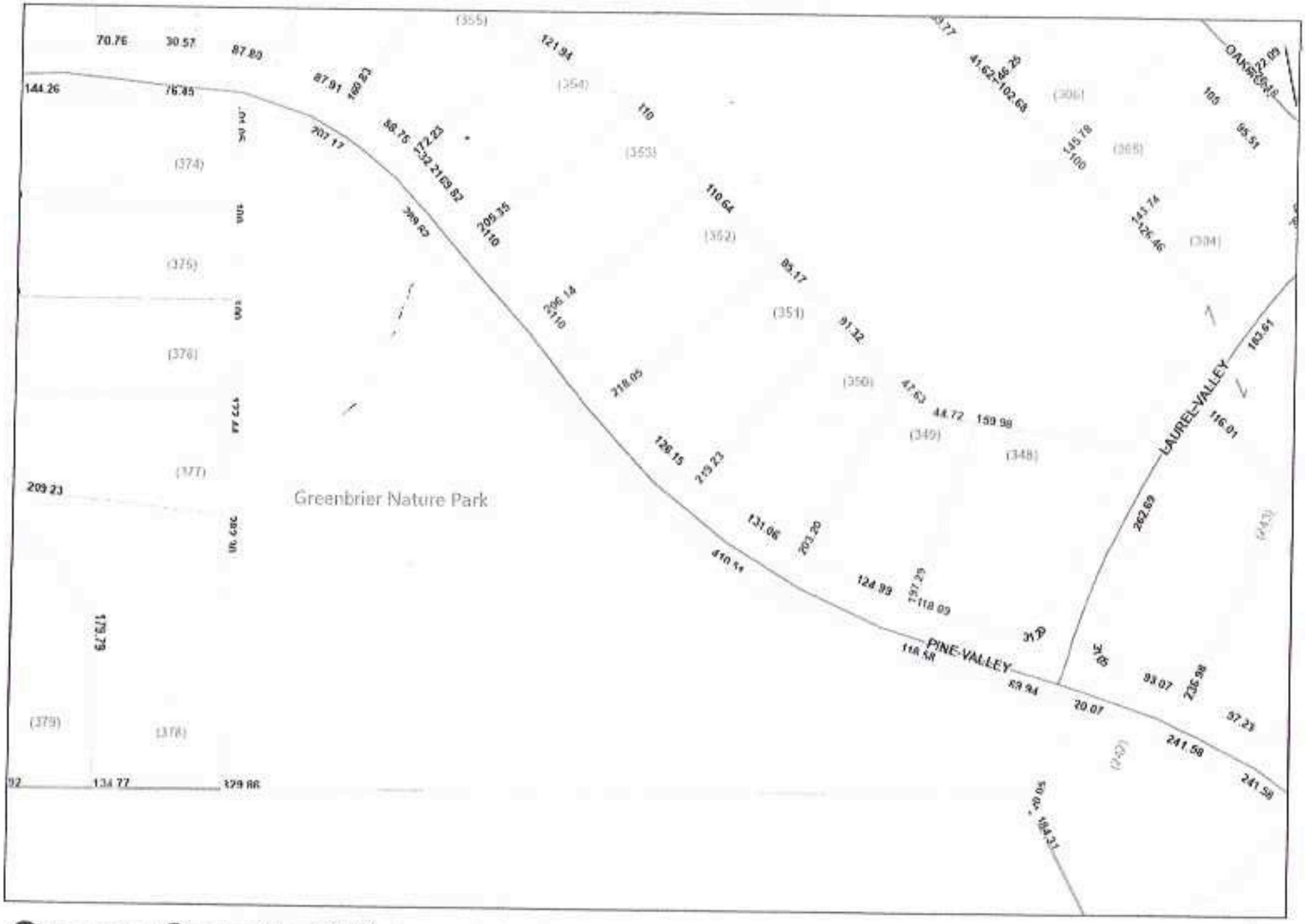
Answer: This does not apply as we are not working with a Conservancy.

"The NPGNC Conservancy was approved as a non-profit organization under 501c3 by the IRS. The GPOA is not a part of this contract nor obligated to assist the NPGNC Conservancy."

Answer: The NPGNC "Conservancy" is not a true Conservancy, it is just part of the name. The GPOA is not assisting the 501c3 in any manner, they are in fact, assisting us.

Follow up Questions:

Note: We need to let them ask questions. We did at the Zoning Special Meeting, we should do it here.



Craven County GIS Greeenbrier Nature Park

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes. Printed on February 5 2026 at 8:13:25 PM

1 inch = 125 feet

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BK1469 PG770

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

THIS DEED, Made and entered into this 23rd day of June, 1995, by and between WEYERHAEUSER REAL ESTATE COMPANY, a corporation of the State of Washington and duly authorized to do business in the State of North Carolina, party of the first part, and GREENBRIER PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, party of the second part.

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable considerations to it in hand paid, by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the said party of the second part, its successors and assigns, subject to the mineral reservation and encumbrances as hereinafter set out, that certain tract or parcel of land lying and being in Number Eight (8) Township, Craven County, State of North Carolina, and being more particularly described as follows:

All that certain parcel of land lying and being at Greenbrier in the City of New Bern, Craven County, North Carolina, and being more particularly described as follows:

That certain tract or parcel of land identified by the word "PARK" containing 306,981 square feet, more or less, as the same is shown on that map of record in Plat Cabinet F, Slide 136-B, Craven County Registry. This map was prepared by Robert M. Chiles, P.E., dated July 1, 1992, and identified by the following legend:

PREPARED BY
T.B. THOMPSON, JR.
ATTORNEY AT LAW
NEW BERN, NORTH CAROLINA

"Greenbrier Section VI - Phase I" and reference is hereby made to said map for a more complete and accurate description of this property.

This conveyance is made subject to the following mineral reservation and encumbrances:

(1) This conveyance is made subject to the reservation of mineral rights which are retained by Weyerhaeuser Company and said reservation is stated in substance as follows:

"The Grantor hereby expressly saves, reserves and excepts out of the grant hereby made, unto itself, its successors and assigns, forever, all ores and minerals including but not limited to oil, gas, coal, distillates, and condensates, in and under said land. Top soil, sand, fill dirt, ground water, and other commonly occurring substances are expressly excluded. Notwithstanding the foregoing and notwithstanding any other legal or equitable right or remedy now existing or hereafter enacted or created, Grantor hereby agrees, for itself, its successors and assigns, that the rights hereby reserved and excepted shall not be exercised in a manner adversely affecting use of the surface at any time unless and until the Grantor or its successors or assigns, as the case may be, shall first make satisfactory written arrangements with the then owner of the property affected, and with the mortgagee or mortgagees of such property, as their respective interests may appear, to compensate said owner and mortgagee or mortgagees for damages incurred to the surface and any improvements thereon in exercising such rights."

(2) The aforesaid property is conveyed subject to those easements of record and utility rights-of-way.

(3) The property heretofore described is conveyed subject to those Restrictive Covenants of record in the Craven County Registry which are applicable to this property.

(4) This property is common property of the Greenbrier Property Owners Association, Inc.

(5) This common property will be called a "NATURE PARK" and development is expressly limited to natural uses, such as walking, exercising, wildlife observation, plant study, beautification, and family play activities.

PREPARED BY
T. A. THOMPSON, JR.
ATTORNEY AT LAW
NEWBERN, NORTH CAROLINA

(6) The pond in the "NATURE PARK" which is owned by the Greenbrier Property Owners Association, Inc., is subject to a drainage easement in favor of the City of New Bern.

(7) There can be no swimming, wading, or fishing in the pond located in the "NATURE PARK". There are to be no team sports or biking allowed on the property. Except for maintenance purposes, there is to be no vehicular traffic on the property. The park is to close at sundown and there are to be no organized group activities without prior approval of the Greenbrier Property Owners Association, Inc.

(8) The property heretofore described is to remain in its present condition with its use restricted to that of a "NATURE PARK". There is expressly prohibited the construction or placing of any structure of any kind on the property without express written consent of the Greenbrier Property Owners Association. The Greenbrier Property Owners Association, Inc. its successors and assigns, may remove trash and debris from the property, however, nothing is to be done to the property that will substantially change its character from that of a "NATURE PARK"

TO HAVE AND TO HOLD the aforesaid tract or parcel of land together with all the rights, privileges and appurtenances thereunto belonging unto it, the said party of the second part, its successors and assigns, to their only use and behoof forever, subject to the mineral reservation and encumbrances as set out hereinabove

And the said party of the first part, for itself, its successors and assigns, covenants to and with the said party of the second part, its successors and assigns, that it is seized of said premises in fee and has a lawful right to convey the same in fee simple; that the same is free and clear of all encumbrances, except for the mineral reservation and encumbrances as set out hereinabove, and that it hereby warrants and will forever defend

PREPARED BY
T. B. THOMPSON, JR.
ATTORNEY AT LAW
NEW BERN, NORTH CAROLINA

the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, Weyerhaeuser Real Estate Company has caused this instrument to be signed in its name by its Assistant Vice President, attested by its Assistant Secretary, with its corporate seal hereunto affixed, all by authority duly given, this the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

By: _____
Assistant Vice President

(CORPORATE SEAL)

ATTEST:

_____
Assistant Secretary

PREPARED BY
T. H. THOMPSON, JR.
ATTORNEY AT LAW
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

I, Sylvia L. Frye, Notary Public, certify that Nan W. Rackley personally came before me this day and acknowledged that she is Assistant Secretary of Weyerhaeuser Real Estate Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by John M. Doughty, its Assistant Vice President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

My commission expires 2-9-99.

Witness my hand and official seal, this the 22 day of June, 1995.

Sylvia L. Frye
Notary Public

(OFFICIAL SEAL)

SYLVIA L. FRYE NOTARY PUBLIC CRAVEN COUNTY, NC

State of North Carolina, Craven County
The foregoing certificate(s) of Sylvia L. Frye
is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Craven County, NC in Book 1465, Page 770
Sam L. Thompson, Clerk of Court
Register of Deeds
Deputy Register of Deeds

PREPARED BY
T. R. THOMPSON, JR.
ATTORNEY AT LAW
AURORA, NORTH CAROLINA







