

**MINUTES**  
**SEVEN LAKES LANDOWNERS ASSOCIATION, INC.**  
**BOARD OF DIRECTORS OPEN MEETING**  
**JULY 25, 2007 @ 7:30 PM**

President Truesdell called the meeting to order with all the directors, Manager Fulcher, Assistant Manager Beane, Reporter Hankins and approximately 70 residents present. See attached copy of Truesdell's "Opening Remarks" in reference to the Country Club Agreement.

**MINUTES:** On a motion by Hudson and seconded by Zielsdorf, minutes of the June 27 and July 11, 2007 meetings were unanimously approved.

**ROBERTS RULES OF ORDER:** Hudson reviewed that our meetings are to follow Roberts Rules of Order.

**TRACTOR-TRAILERS:** Board discussed the attached Proposals and unanimously agreed to remove Option B.

Hudson made a motion for tractors to go straight to our Maintenance Area and park to avoid being in any driveway. Stephan seconded. Only Hudson, Stephan and Florence voted for this therefore motion failed.

Stephan made a motion for a referendum on the tractor-trailer issue. Hudson seconded. Only Stephan, Hudson and Florence voted for the referendum therefore motion failed.

Before opening the floor for residents to comment, Truesdell polled the Board and they each gave a brief comment.

Residents Steve Younger and Betty Morgan spoke to represent the two owners of tractor-trailers currently in Seven Lakes. A dozen other residents spoke with split opinions on this issue.

After residents spoke, Option A was approved with a vote from Douglass, Nuti, Truesdell and Zielsdorf. Florence and Hudson voted for Option C to completely ban the two current truckers from coming in the gate. Stephan abstained.

**RESOLUTION** authorizing a cooperative purchasing agreement was unanimously approved by the board after a motion by Zielsdorf and seconded by Florence.

## **COMMITTEE REPORTS:**

**SECURITY:** Florence reported he had spoken with Moore County Sheriff's Department in reference to miniature motorcycles. They are legal to be used on streets if you are at least 16 years of age, wear a helmet and obey traffic laws.

**RECREATION:** Douglass reported:

Working on a solution to problem of pine needles on tennis court.

Our swim team of 55 kids will host a swim meet here on July 30.

A skateboard demonstration is being planned.

Pool fence scheduled to be installed in August.

Summer Day Camp ends August 10.

**ARB:** Stephan reported three new homes and ten alterations were approved with a few contingencies.

**COMMUNITY STANDARDS:** Zielsdorf reported a new list of violations has been given to Beane. Suggested stricter rules for miniature motorcycles.

**MAINTENANCE:** Nuti reported hours at the yard debris site will be more limited during August, September and October and will be manned to ensure only residents are using the site.

**RULES & REGULATIONS:** Nuti reported almost ready for approval.

**FINANCE:** Hudson reviewed. After commenting on legal fees, he instructed the Board to notify SLLA office when meeting with attorneys so Vicky can keep track of legal expenses. He instructed Vicky and Dalton not to give a sticker or membership card unless dues are current or have a current promissory note. He instructed Chad and Laura to stop with the skateboarder issue because of Liability Insurance concerns. The next point covered was the company credit card, which he instructed to only be used by Dalton, Chad and Vicky.

Lastly, he made an announcement that he and his wife plan to join Alan Shaw with a lawsuit aimed at overturning the Agreement between our Association and Seven Lakes Country Club.

**LAKES & DAMS:** See attached copy of Truesdell's report.

Fulcher then reported on a pipe on Edgewater Drive between Echo and Ramapo Lake that was crushed by a fire truck. Our maintenance crew repaired.

Truesdell made a motion to set up \$30,000 in our expense budget for maintenance to our dams and additionally set up \$30,000 in the Capital Budget for major repairs to our dams. Hudson seconded the motion and the Board unanimously approved.

Resident Charlie Oliver questioned our new maintenance building and maintenance of our dams and tennis courts.

**MOORE COUNTY PROPERTY TRANSFER FEE:** See attached copy of explanation that was presented by Truesdell.

**PERSONNEL COMMITTEE:** Truesdell appointed Florence as chairman.

**UNDERBRUSH:** Board discussed clearing and removing debris from a lot. On a motion by Stephan and seconded by Hudson, the Board unanimously approved a rule to require debris from a lot clearing to be removed from the lot within ten days of the commencement of work. ARB reviews sites for new construction.

**ADDITIONAL:**

Phil Thingstad and Steve Younger volunteered to sweep the pine needles from the tennis courts. Also questioned Board member Florence making payments on dues.

Bud Shaver reported on a County Ordinance preventing hog farms from being built within two miles of a golf course. Recommends we get Civic Group information from Dave Kinney.

Beverly Sommers questioned pool hours. Pool is used for Aerobics, Lap Swim, Day Camp, Swim Team and Open Swim along with time for general maintenance. Could swim different hours at the West Side pool.

Jim Allen questioned if any directors were directly involved with the SLCC Agreement. Directors were involved but the attorneys negotiated the Agreement.

Betty Morgan complained about speeders on Shenandoah West. Florence responded about installing more stop signs to create more intersections and about installing more speed bumps.

Few residents commented on the SLCC Agreement. See attached copy of opinion from Ron Erskine. Truesdell stated the Agreement with SLCC is available at the office.

Meeting adjourned at 9:33 PM.

Respectfully submitted by Vicky Strider

FROM: Don Truesdell  
DATE: July 22, 2007  
TO: File

Subject: 7/25/07 Opening Remarks

Number of pages: 3

Thank you for coming to our meeting tonight. As you know this board has negotiated an agreement with the Seven Lakes Country Club concerning several major issues such as the covenants and the disposition of the existing driving range. There are five points in this agreement.

- 1) The Seven Lakes Country Club has been given the authority to write its own covenants "limiting the use of all Country Club property to the operations of the golf course and country club." The Board's lawyer is Hunter Stovall and he will have the right to review the Seven Lakes Country Club covenants to insure compliance with this requirement.
- 2) Currently the Seven Lakes Landowners Association does not own a buffer contiguous to Seven Lakes Drive from the South Gate House to the townhouses. The purpose of the buffer is to eliminate the possibility of creating an entrance into Seven Lakes South that would by-pass our gates. The second point therefore states that "the Seven Lakes Country Club will grant a ten foot easement along Seven Lakes Drive from the South Gate House to the Townhouses. This easement can only be used for green spaces. Hunter Stovall to write this easement."

The difference between an easement and a buffer is the ownership of the land. With this easement the Seven Lakes Country Club will still own the land versus a buffer where the land would be owned by the Seven Lakes Landowners Association. An easement is recorded in Carthage at the Moore County Registry of Deeds and can only be changed by consent of both parties.

- 3) The third point addresses additional land that the Seven Lakes Landowners Association can use to provide more parking spaces for the South Side Mail Building. We will be provided with enough land to create five additional parking spaces.

- 4) The fourth point confirms that "upon the sale of any Seven Lakes Country Club property for residential purposes such properties will be subject to the South Side Covenants."
- 5) The fifth point addresses the issue of the existing driving range. It reads as follows: "Upon the approval of the Seven Lakes Country Club membership to sell the existing Practice Range to a developer for residential purposes, the property will be subject to the South Side Covenants. The Seven Lakes Landowners Association recognizes that the current proposal includes up to 14 residential units and the Seven Lakes Landowners Association will work with the developer in an open, efficient and cooperative fashion."

That is the agreement. The vote was 4 to 3 with Douglass, Nuti, Truesdell and Zielsdorf in the affirmative and Florence, Hudson and Stephan in the negative.

There were three different courses of action we could have taken. The first course was to do nothing and let the Seven Lakes Country Club go unchallenged.

The second course of action was to seek a legal solution. From personal experience lawsuits are expensive, time consuming and you have lost control of your destiny. Your destiny is now in the hands of a third person, the judge, over whom you have no control.

The board's lawyer estimated that to seek a declaratory judgment and defend or prosecute an appeal would have been prohibitively expensive. Stovall suggested that rather than seek a declaratory judgment and run the risk of losing, that we should consider trying to achieve an agreement. You have to consider that when a lawyer who gets paid by the hour is willing to sacrifice a substantial fee then the advice he is offering is worth considering.

Therefore we elected to achieve an agreement. The four most important points in this agreement were: 1) To insure that the Seven Lakes Country Club golf course could only be used as a golf course and no other purpose; 2) To make sure that the existing driving range would be governed by the South Side covenants; 3) To make sure that the Seven Lakes

Country Club membership would be provided with an opportunity to approve or disapprove the sale of the existing driving range; 4) To protect our perimeter by securing the easement from the South Gate House to the Townhouses. We achieved all of these objectives in our agreement.

Our by-laws grant to the board the authority to "to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any association, corporation, or other entity or agency, public or private."

When all of the facts are considered and the emotions are removed from the equation then the only prudent course of action was to strike a deal.

The last item on the agenda (bullet 8) is comments from members. Any resident wishing to state an opinion on this agreement or any other topic is invited to speak up at this point.

Thank you.

File:072507openingremarks

FROM: Don Truesdell  
DATE: July 25, 2007  
TO: File

Subject: Moore County Property Transfer Fee

Moore County is considering the implementation of a property transfer fee as a means to produce incremental revenue without raising property taxes. The rate being considered is 1% of the sale price of the real estate. Based on last years transactions and this rate of 1% then the property transfer fee would produce an estimated \$8,000,000 of additional revenue. To produce an additional \$8,000,000 in revenue by means of the property tax would require an increase estimated at 10%.

The property transfer fee is a one time event triggered by the sale of a piece of real estate. An increase in the property tax that we all experienced in the last re-evaluation is an annual event.

All of the municipalities in Moore County have approved this concept except for Whispering Pines. The money raised by the property transfer fee will be used to help fund projects such as new schools, jails, water service, sewer systems and any other capital projects that become necessary.

In order for this property transfer fee to become a reality the County would need to conduct a referendum. The purpose of this discussion is make the residents aware of this issue and to seek their input.

Please e-mail Don Truesdell at [dtruesdell@nc.rr.com](mailto:dtruesdell@nc.rr.com). Thank you.

File:propertyxferfee

FROM: Don Truesdell  
DATE: July 25, 2007  
TO: File

Number of pages: 1

Subject: Lakes and Dams Report of July 25, 2007

John Eddy did visit Seven Lakes to perform his inspection. At this point we are still awaiting his report. I have had no contact with Mr. Eddy since his visit of July 2 and 3, 2007.

As soon as we receive Mr. Eddy's report then I will report back to the residents and the Lakes and Dams Committee.

I did meet with Dalton and requested that he begin to organize individual files for each high hazard dam. This project is underway.

I have asked Dalton to respond to inquiries from Ron Erskine concerning the Ramapo Spillway and the pumping schedule from Big J and/or Longleaf into Little J.

The potential issues concerning the River Birch and other leafy vegetation growing on the face of Ramapo Dam will be addressed when Mr. Eddy's report has been received.

File:dams072507