

Firefly Property Owners Association, Inc.

Board Meeting

May 21, 2020

Location:

- Firefly Cove Lake Lure, North Carolina – The Lodge

Roll Call/Call to Order:

- The meeting was called to order by Melva Dye at 6:29 pm
- Directors present: Joy Ciocca, Melva Dye, Mike Frosaker, Mark Helms and Mike Kirkman
- Directors present by phone: None
- Directors Absent: None
- Property Owners present: Joe Pritchett
- Property Owners present by phone: None

Quorum:

- There being a sufficient number of Board members present a quorum was established.

Approval of Minutes:

- The minutes from the Firefly Cove Board meetings of April 8, 2020 were approved by motion, second, and a unanimous vote 5-0.

Property Owners Input/Comments/Concerns

- None

Updates:

- Mike Kirkman reported the bank balances as of May 21, 2020; Operating account balance is \$37,298, Un-Restricted Reserve account balance \$31,033 and the Restricted Reserve account balance \$4,096. These balances are inclusive of \$5,000 refundable compliance fees. All but two lots have paid their second quarter due assessments.
- Joe Pritchett reported that the dredging was expected to start May 18, but the rain prevented the start. He also reported that the boom that the town put in has broken so they will need to repair that and do storm cleanup first before starting the dredging.

- It was reported that a tree fell into the lake in the cove. Mark Helms will determine with the town regarding removal and then we will contact the property owner.

Discussion Items:

- Regarding the sale of lot 56. Discussion was had regarding new listing agent, listing price, driveway easement and option to be part of Firefly. A motion was made to list with Mr. Lake Lure and to have agent get a written easement regarding the driveway. The motioned was seconded and approved by a vote of 5-0. List price will be reviewed and decided after considering the listing agents recommendations and comps.
- A discussion was had about replacing the gate system and the March 18, 2020, proposal from Asheville Fence. A motion was made to approve the proposal and replace the system. The motion was seconded and passed by vote 5-0.
- A discussion was had regarding the installation of cameras at the lodge entrances for extra security. It was decided cameras were not needed at this time.
- A discussion was had regarding possible future projects. Replacement of the pool fence was a top priority and must be done in 2021. We will gather quotes prior to preparing next year's budget. A gate at the Pinnacle will need to be placed after the completion of the first home. There are currently no homes scheduled to begin construction. Cove dredging as also discussed and decided that we need to annually review to determine if upkeep is needed. The lake is scheduled to be brought down again this winter so it is likely we will perform the same as we did this winter. Landscaping improvements projects, one is scheduled for the fall and we want to continue with another phase in 2021. Painting of the dock would also be considered for the coming year.
- A discussion had about the opening of the pool, lodge and gym. The pool passed inspection today and is ready to open when Phase Two goes into effect on Friday, May 22, 2020 at 5PM. It was decided to follow the NC Executive Order and guidelines with regards to limiting the number of people in the lodge and pool and to keep the gym closed. We will continue to monitor the state guidelines and adjust as needed and will communicate to the property owners through emails and signage.
- A further discussion on the current scope of responsibility and authority for the Landscaping, Entertainment, Lodge/Pool, Boat Dock and Strategic/Long Range Planning committees was had and possibly changing from a committee to an operations director who is given authority to act by the board. The board will continue to review and work towards finalizing.
- The date of the next board meeting will be July 2, 2020 at 6:30PM.

Adjournment:

- The meeting was adjourned at 8:18pm.



ASHEVILLE CONTRACTING CO., INC.
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CANDLER, NC 28715
(P) 828-665-8900 (F) 828-665-8902
www.ashevillefence.com
HUB Certified (Woman Owned)

PROPOSAL/CONTRACT

Date: 03/18/2020

CUSTOMER INFORMATION:

Firefly Cove HOA
PO Box 303
Lake Lure, NC, 28746
Joy Ciocca 215-292-2433

JOB INFORMATION:

Mike Kirkman 352-222-2522
121 Firefly Cove
Lake Lure NC 28746
ibtchr2@hotmail.com

SCOPE OF WORK:

- Remove existing access control panel in the club house and phone entry keypad from the gates location.
-Install new controller unit in the club house IT closet.
-Connect card readers and locks for the existing club house doors to the new controller unit.
-Install new keypad and use existing card reader for the gate that will be programmed from the new controller unit.
-Install edge pad on each gate to protect the gates opening path so they comply with UL325 code.
*We will require an internet connection for the new controller unit or Cat-5 cable from the controller unit to a computer that will be used for code and card programming.
+Receiver can be added to the gates so they can be controlled by remote transmitters for an additional \$175
Remotes can be purchased in quantities of 10 for \$300. (\$30 each)

Approved & Accepted for Customer:

Contract Amount: \$ 5743.66
Down Payment: \$ 2871.83
Balance Due: \$ 2871.83

Customer Date
ASHEVILLE CONTRACTING CO., INC.:
Chad Cook 3-17-2020
Salesperson Date

Credit Card Processing Fee 3% Per Transaction

Quote good for 15 days

ASHEVILLE CONTRACTING CO., INC. CONSTRUCTION CONTRACT

This Fence Installation Construction Contract (the "Contract") is entered into on 03/18/2020 by and between **Asheville Contracting Co., Inc.** dba Asheville Fence and Guardrail Contracting (hereinafter referred to as "the Company" or "the Contractor") and Firefly Cove HOA (hereinafter referred to as the "Owner"), (cumulatively referred to as "the Parties"). This job is referred to as the Project.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. Contract Amount & Payments Schedule. The total estimated contract price for the Project is \$ 5743.66. Owner shall pay Contactor in the following manner, in amounts and schedule as follows:

3% CREDIT CARD PROCESSING FEE

A. Initial Job Deposit: Insofar as title of the property has not been transferred to Contractor, at the execution this Contract by both Parties Owner will pay Contractor an initial deposit of \$ 2871.83. This amount shall be for the purposes of securing Contractor's, and any potential requisite subcontractors', availability for the future commencement of Construction date, purchasing materials, and preparation and planning by Contractor in the time between the execution of this Contract and the commencement date of the Project, and shall be credited against the total contract price. CANCELLATIONS MAY BE SUBJECT TO A 5% ADMINISTRATIVE FEE IN ADDITION TO A 30% RESTOCKING FEE ON MATERIALS THAT THE CONTRACTOR DEEMS RETURNABLE. MATERIALS DEEMD AS NON-RETURNABLE, THE OWNER IS RESPONSIBLE FOR THE COST OF THE MATERIAL AND ANY SHIPPING CHARGES. VINYL, ORNAMENTAL, AND CUSTOM FENCE MATERIAL(S) ARE EXAMPLES OF NON-REFUNDABLE PRODUCTS. \$50 FEE FOR RETURNED CHECKS.

B. Final Payment: Upon completion of the Project and final invoice by Contractor, the Owner will make a final payment of \$ 2871.83. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. If the Contractor is unable to complete the estimated footage due to the difficulty of the terrain or any other unforeseeable circumstance, this contract may be terminated by the Contractor and the final billing will be based on the actual footage of fencing built and the work performed.

C. Change Orders: All additions and/or changes to the original proposal and/or contract are subject to the terms and specifications of this Agreement. Owner will remain responsible for any increased costs caused by a Change Order. Any Change Order costs will be included in the final invoice. ADDITIONAL CHARGES FOR LABOR, INCLUDING ANY CLEARING OF THE FENCE LINE THAT IS NOT COVERED IN THE EXISTING PROPOSAL AND/OR CONTRACT WILL BE BILLED AT A RATE OF \$125.00 PER HOUR.

Customer Initial _____

2. Owners' Responsibilities and Representations.

A. Owner warrants and represents to Contractor that Owner owns the Project property in fee simple absolute subject only to Owner's recorded deeds of trust, restrictive covenants, minimum building lines on subdivision plats, and utility easements and will provide Contractor access to the Project site to complete the Work outlined in this Contract. Owner will deliver copies of applicable documentation, including, but not limited to, restrictive covenants, minimum building lines on subdivision plats, and utility easements, where they may affect the scope of the Project or upon request of Contractor.

B. Owner warrants and represents that the Project site meets all zoning and/or permit requirements for the intended Project. Owner is responsible for any required permits.

C. Owner further warrants and represents that Owner has the financial ability to pay the compensation to Contractor as set forth herein as it is due, and Owner will make such payments timely upon notice and request.

3. Liability and Indemnity. The Contractor assumes no liability to Owner or Owner's guests, family members, neighbors, or other Owner invitee individuals present at the Project property for any claims, damages, injuries, or losses, related to Contractor's work under this Contract, outside of claims, losses, or damages resulting from Contractor's gross negligence or intentional misconduct. Owner agrees to defend, indemnify, and hold the Contractor harmless from any and all suits or other claims by third parties stemming or emanating from the Contractor performing his job, duties and responsibilities under this Contract, outside of Contractor's gross negligence or willful misconduct. Additionally, during the Project and after completion, Contractor assumes no liability to Owner or any guest or invitee of Owner and makes no promises regarding the security of Owner's property and against any trespassers or uninvited individuals.

4. Warranty of Work: The Contractor warrants the Work to be free from defects in materials and workmanship for one year from the completion date of the contract. All product and/or materials "Manufacturer" warranties are deemed assigned by Contractor and shall belong to the Owner.

5. Subsurface Issues. Contractor will assume the responsibility for having underground public utilities located and marked; however, the Owner assumes all liability for any damage caused by the Project to known or unknown utilities. Additionally, the Contractor assumes no responsibility for unmarked sprinkler lines, private electrical lines, audio lines, septic lines, propane lines, water and sewer lines from the property to the road, or any other unmarked buried lines or objects. The Contract Price does not include any costs or contingencies for rock, water, or other abnormal surface conditions, and Owner shall be responsible for the costs of correcting any such conditions, unknown at the time of execution of this Contract. If any unknown underground obstacles are encountered that impede the progress of the Project, then the Contractor will inform the Client as soon as possible and request a Change Order to be executed to account for the obstacle and completion of the Project.

Customer Initial _____

6. Photos – Right to Use. Owner gives Contractor and its employees and agents permission to take and use for any lawful purpose photographs, video and/or other images from the Project as such may be embodied in any pictures, drawings, renderings, photographs, video recordings, bulletins, advertisements, promotional or education materials, audiotapes, digital images or the like, including but not limited to the internet, television, radio, newspapers, magazines, social media sites. In this regard, Owner acknowledges that Owner will not receive any compensation or remuneration for the use of such pictures, etc. Owner also understands that once such pictures, etc. are published to the media or on the internet, or are otherwise published, they may be used in publications and/or on websites outside of the Contractor's control. Even if the Project property is sold, the right to use any and all images of and from the Project survives such transfer.

7. Miscellaneous.

A. Entire Agreement. The foregoing, along with any attached exhibits, shall and does constitute the entire agreement of the parties, and there are no other provisions written or oral between parties. Any modification to this Contract shall be in writing, shall refer to the Contract and shall be signed by the parties charged.

B. Force Majeure. If performance of this Contract or any obligation under it is prevented, restricted or interfered with by causes beyond either party's reasonable control, and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event.

C. Assignment. The Contractor and Owner agree that neither of them shall assign or transfer their respective interests in this Contract without the written consent of the other.

D. Governing Law and Venue. The Contractor and the Owner agree that this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. The Parties agree that any suit relating to the Project and Work under this Contract must be filed in Buncombe County, North Carolina.

E. Unenforceability of Provisions and Severability. If any provision of this Contract, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

F. Waiver. The failure of either party enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with all other provisions of this Contract.

Customer Initial _____

G. Collection and Attorneys' Fees. In the event that there is alleged breach of this Contract and/or lawsuit or Arbitration ensues out of the Work performed under this Contract, then the prevailing party is entitled to have his or her attorney's fees and costs incurred in that suit paid by the losing party. Additionally, the Owner agrees to pay all costs and expenses, including reasonable attorney and other legal fees, incurred by the Contractor in collecting any outstanding debt owed by the Owner to Contractor under this Contract.

H. Survival. All representations and warranties of the Parties contained herein shall survive termination of this Contract and completion of the subject Project.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the day and year first written above written to identical counterparts, each constituting an original of the document. The parties hereto agree that facsimile and scanned signatures shall be as effective as if originals.

Sign: _____

Date: _____

Print: _____

CUSTOMER

Sign: Chad Cook

Date: 3-18-2020

Print: _____

ASHEVILLE CONTRACTING CO., INC. dba Asheville Fence and Guardrail Contractors