

Minutes of Board of Directors Meeting
Taberna Homeowners Association
March 11, 2009

Board Members Attending:

Gene Peele	President (absent at 5:45 pm)
George McNulty	Vice President
Linda Pickens	Secretary
Suzanne Forsythe	Treasurer
Willis Vincent	Member at Large
Rick Layton	Member at Large

Absent: Steve Harman, Member at Large

George McNulty called the meeting to order at 5:45 pm, there being a quorum present.

Minutes:

George McNulty made a motion to approve the Minutes of the February 11, 2009 Meeting, which was seconded by Rick Layton. The Minutes were unanimously approved and accepted.

Treasurer's Report:

Suzanne Forsythe gave the following report:

Cash and Accounts Receivable: Total cash in the Operating checking accounts as of March 11, 2009, totaled \$189,398. Total Accounts Receivable as of March 6, 2009, totaled \$15,545. The courtesy reminder letters sent out to more than 70 delinquent homeowners in mid-February brought the accounts receivables down from \$43,517 to \$15,545 by the end February.

Late Fees and Liens: On March 6, 2009, 38 invoices for late fees for February were sent to delinquent homeowners having overdue accounts. The Treasurer does not consider the number of late fee invoices unusual for this month of the year and believes the number of delinquent accounts will be reduced within the next couple of months.

Eight liens totaling \$2,323 against five property owners continue to be outstanding. One of the property owners having a lien contacted the Treasurer and has made a partial payment with the promise that the account will be brought up-to-date within thirty days.

Investments: Per the Board's authorization at its February meeting, the Master Replacement Reserve deposit of \$10,000 was completed, and the Reserve Deposit for the first quarter of 2009 of \$1,580 has been completed for One Taberna Way.

Finance Committee: The 2008 financial records and documentation have been made available to the Finance Committee for their internal cash review for the last six months of 2008 at its next meeting.

A Motion was made by Rick Layton to accept the Treasurer's Report, which was seconded by Willis Vincent. The Motion was unanimously approved and the Treasurer's Report was accepted.

Covenant Violations:

Willis Vincent reported the following violations of the Covenants: five violations for trash receptacles, one for unshielded propane tank, and one for violation of the sign policy. It was noted that there are three possible fence violations, which will be investigated further and violation notices will be sent if the fences did not receive ACC approval.

Mr. Vincent noted that the Board received a complaint regarding the operation of a home business in Taberna, which is a violation of the Covenants. The Covenants expressly state: "No Living Unit ... shall be utilized for commercial purposes." The Board discussed what would constitute a home-based "commercial" business in a residential neighborhood. The Board noted that there are several factors that should be taken into consideration when evaluating complaints and agreed that the external impact of a business should be considered when evaluating whether a business violates the Covenant prohibiting "commercial purposes." Such factors would include whether the business disturbs the regular noise levels or peaceful enjoyment of the community; whether it causes undue traffic, whether the business involves the storage, use or sale of goods, equipment or materials; whether the business involves the sales of goods to the public; and whether the business displays or utilizes marketing material to promote the business. The Board also recognized that, due to technological advancements, a homeowner conducting business electronically from home via internet, fax and telephone may be permissible as such a business could be operated "invisibly" without any impact on adjoining property owners or the neighborhood.

The Board agreed that consistency in reviewing home based "commercial" business violations is necessary and that establishing a written policy would be beneficial to homeowners. The Board concurred that a written policy concerning a home-based commercial business should be developed in consultation with the Association's legal counsel. It was decided that the Secretary would research the Board Minutes to determine what actions previous Boards have taken with respect to home-based commercial business violations.

Proposal for Improvement to Todd Denson Park

A proposal was made by Lou Jacksits on behalf of 13 homeowners to create a fenced-in area utilizing the existing fencing at Todd Denson Park to create a safe and secure environment for dog owners and their pets and to contain pets away from children playing on the playground equipment. Gene Peele noted the Board's desire to obtain input from all homeowners as to possible future improvements to the Park. Mr. Peele stated that the next issue of the Taberna Tribune will list possible improvements to the Park and ask residents to vote via the internet on their preferences.

2009 Budget Overview:

The Treasurer presented a lengthy overview of the 2009 Budget in response to the Board's request to more effectively monitor funding and expenditures for pending and future projects. Among the items discussed by the Treasurer were the \$6,757 in discretionary funds and the \$15,000 to \$20,000 carried over from 2008 to the 2009 Budget for operating expenses. The Treasurer was asked at the February Board Meeting to review the underlying causes of the sharp escalation of water costs, as that line item was almost double what was budgeted in 2008. The Board discussed the frequency and amount of irrigating common area landscaping

in light of the budget overruns. It was agreed that the President will discuss water usage with the Building and Grounds Committee and ask that it ensure that sprinklers are properly adjusted and watering is done efficiently and prudently in an attempt to bring the water costs under control. B&G will also be asked to look into the electrical use for common areas to determine whether a savings can be achieved.

Open Items:

- 1) Sediment Drainage: An adjacent lot owner has taken the requested action to curb sediment drainage. This matter is now considered closed.
- 2) Fence Easement for Front Entrance: No action taken.
- 3) Budget Process Procedure. No action taken.
- 4) Landscaping Maintenance Contracts: The Building and Grounds Committee is in the process of putting together the performance requirements for the landscaping maintenance contracts and should have them by the end of March. The bidding process will be prepared in coordination with the preparation of the 2010 budget.
- 5) Beautification Plan: Work will begin in March on the work submitted to, and approved by, the 2008 Board at a cost of \$11,800. B&G will submit a proposal to the Board for the remaining work to be accomplished under its budget.
- 6) Annual Community Picnic: Gene Peele will address the Community Picnic in his next President's Message in the Taberna Tribune and ask for input from residents on whether to hold the community picnic this year.
- 7) HOA Office Lease: No action taken.
- 8) Taberna Country Club/HOA Agreement on Landscaping: No action taken.
- 9) Canoe Dock and Todd Denson Repairs: Gene Peele will follow-up with the Building and Grounds Committee on the repairs needed at both the Canoe Dock and the Todd Denson Park.
- 10) Wetlands Management: Gene Peele will follow up with Bob Costanzo on what is legally required to maintain the wetlands located within Taberna.

Liens:

The Board received guidance from the Association's attorney on its available options to collect on the existing liens. After discussing the options available, the Board agreed to have the attorney send final demand letters prior to pursuing collection in Court. A Motion was made by Gene Peele to have the attorney send demand letters to certain liens holders to be selected and approved by the Board, which was seconded by George McNulty. The motion was unanimously approved.

Pet Memorial at Todd Denson Park:

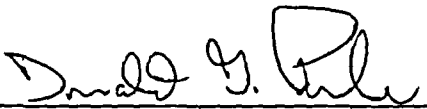
Gene Peele noted that an article will appear in the next issue of the Taberna Tribune regarding the loss of a pet by a homeowner. The homeowner submitted to the Building and Grounds Committee a request to place a pet memorial at the entrance to Todd Denson Park. The cost of the memorial will be paid by the homeowner. B&G approved the design of the pet memorial. After discussion, and noting that Todd Denson Park is used by a majority of pet owners at Taberna, the Board felt the pet memorial was in keeping with establishing a sense of community. A Motion was made by Linda Pickens to approve the pet memorial, which was seconded by Rick Layton. The Motion was approved.

The next meeting of the Board of Directors will be held on Wednesday, April 8, 2009 at 5:30 pm.

There being no further business before the Board, George McNulty made a motion to adjourn, which was seconded by Rick Layton. The motion was approved, and the meeting adjourned at 7:46 pm.

Approved by the Board of Directors:

By:



Gene Peele, President

Date:

11 Mar 09

April 6, 2009

To: Taberna HOA Board

Subject: Cash Review Q3 & Q4 2008 Records

1. We reviewed **receipts** using bank statements, bank deposits, general ledger and bank reconciliation statements via random audit. No discrepancies were found.
2. We reviewed **cash disbursements** and verified the approval process was followed via random audit. This was accomplished by using copies of checks, invoices, bank statements and contracts for verification. No discrepancies were found.
3. We reviewed all the **Reserve Accounts** to determine if deposits were made as prescribed and if any unauthorized withdrawals or transfers were made. These transactions were reviewed by using bank and brokerage statements. No discrepancies were found.
4. This cash review was conducted using the 2008 HOA Financial Records.
5. Members of the finance committee are not independent of the HOA with regard to this review. We have relied on the information provided from our accounting firm and treasurer for this review. This review is not a comprehensive audit.
6. Within the scope of our review we find cash, investments and other financial information of the 2008 Financial Report as presented to the HOA Board by the Treasurer to be accurate. The approval process was followed for disbursements and reserves. No discrepancies were noted.

Thank you. Respectively submitted,



Russell Packard
Member, Finance Committee



Tim Klaumann
Member, Finance Committee

BACKGROUND

MATERIALS

FOR

MATTERS

DISCUSSED

AT BOARD

MEETING

**Taberna Homeowners Association
Board of Directors
Agenda
March 11, 2009 @ 5:30**

- | | | |
|--------------|--|---|
| I. | Opening Remarks | Gene Peele |
| II. | Adoption of Minutes | Linda Pickens |
| III. | Treasurer's Report | Suzanne Forsythe |
| IV. | Old Business | |
| | <ul style="list-style-type: none">• • 2009 Budget Overview• • Status Open Items for 2009• • Review/Course of Action on Liens | Suzanne Forsythe
Gene Peele/All
Gene Peele/All |
| V. | New Business | |
| | <ul style="list-style-type: none">• • MES Contract Dispute• • Pet Memorial• • Pet Fencing in Park Proposal• • Review of Covenant Violations | Gene Peele
Gene Peele
TBD (10 min @ 6:15)
Willis Vincent |
| | <ul style="list-style-type: none">1. 1. Home Business Violations | |
| VI. | Good of the Order | |
| VII. | Confirm Next Meeting | |
| VIII. | Adjournment | |

Linda Pickens

From: "Gene Peele" <dgpeele@embarqmail.com>
To: "Gene Peele" <dgpeele@embarqmail.com>; "George McNulty" <mmcnulty@suddenlink.net>;
"Linda Pickens" <lindapickens676@suddenlink.net>; "Rick Layton" <ricklayton@msn.com>;
"Steve Harman" <steve_harman@suddenlink.net>; "Suzanne Forsythe" <forsythenc@embarqmail.com>; "Willis Vincent" <wsvincent@aol.com>
Sent: Thursday, February 19, 2009 10:37 AM
Subject: Potential Business Violation Issue to Address

I received an anonymous letter yesterday regarding a business being run out of 501 Neucahtel Rd. The letter contained a flyer for an upcoming party on 21 Feb at 11:30 (preview of 2009 Partylite Winter/Spring Collection) and alleges that the people there have been running this party (similar to Tupperware concept) for 3-4 years and that prior Boards were made aware of this on more than one occasion and nothing has been done. I may have been asleep at the wheel but I don't recall this one.

The letter goes on to say that it is common knowledge in the community that this lady is running a party business and the continued lack of enforcement jeopardizes our ability to enforce covenant violations of this nature. The web site below will give you a sense for this type activity.

<http://hostapartyonline.blogspot.com/2007/04/partylite-specials.html>

Since I am leaving today I will pass the letter to Willis. I suggest we get the facts sorted out and be prepared to recommend appropriate action after I return on the 5th.

Thanks, Gene

No virus found in this incoming message.

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Version: 8.0.237 / Virus Database: 270.10.25/1957 - Release Date: 02/17/09 07:07:00

3/27/2009

Robert A Wernersbach
106 Vaud Court
New Bern, NC 28562
Kicks1227@cox.net
252-637-4809

To: Taberna Homeowners Executive Board

From: R. Wernersbach, S. Olszweski, D. McClatchey, K. Heisey, T. Cormier, C. Curley, R. Guthy, L. Jacksits, W.R. Cairns, D. Houston, R. Carter, M. Roberts, A. LaChappelle, J. Gilbert.

We are proposing to fully enclose an area in Todd Denson Park to provide a safe and secure environment for dog owners and their pets. Depending on the option chosen it could also serve as a safe and secure area for families with small children.

Option 1: Enclose entire "soccer field" area to provide a multiuse secure area. Requires 180 feet of fencing at one end and 174 feet at the other. Gates would be required at both ends.

Option 2: Enclose a smaller area at one end of field. Same fence requirements apply.

Option 3: Enclose 2 small areas to provide areas for small and large dogs separately. Requires an additional 180 feet of fence plus gate.

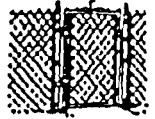
Rationale: Helps prevent possibility of dogs and/or owners having contact with snakes and other dangers in the wooded area. While not foolproof it would help policing of area and preventing future incidents.

Separating the dogs from the playground area would increase the comfort level of playground users, particularly those with small children. Additionally waste would be contained and more easily monitored.



Border Designs, Inc.
dba **COASTAL FENCE**

220 Kale Road
New Bern, NC 28562
252-637-2591 • Fax 252-637-6953
Morehead 247-1050 • J'ville 347-6605



Proposal To Taberna HOA

Address 30 Wernersbach

Telephone C 626-2313 W

Location TABERNA Park

Date of Call 2-10-09

Estimate Date 2-12-09

Time 3:00

Estimator Ted

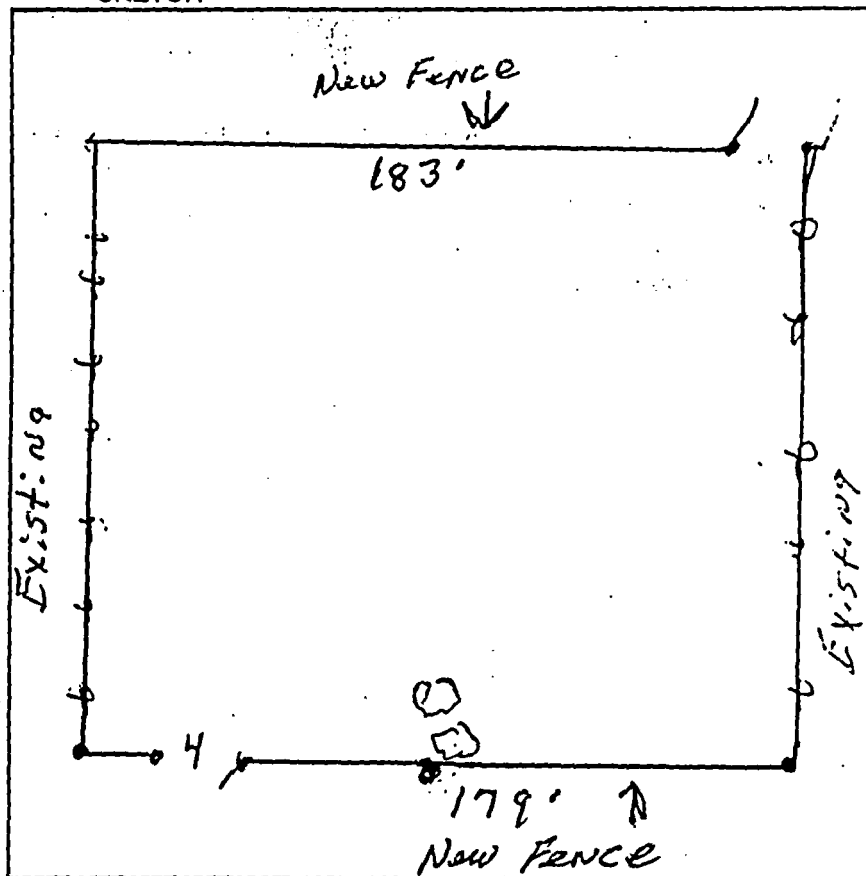
Installer

Date Finished

Blocks Above Used For Office Only.

Property markers must be visible. Fence lines must be clear of trees, bushes and debris.

SKETCH



Total Height 4'
Type CH
Fabric CHL
11 1/2 ga — 9 ga —
Post Specs.
Top Rail 1 3/8
Line Post 1 3/8
Corner 2 1/2
End —
Gate —

Qty.	Description	Unit	Total
362'	4 11 1/2 Chain Link		
4	Terminal Post		
2	4' Walk Gate		
	— Drive Gate		

Fence Company is not responsible for any underground utilities.
Please call 1-800-632-4949 to locate & mark lines. (No Charge)

Total of Estimate: \$2522.00

Down Payment of: _____ Pd. Date _____

Credit Plan: _____

Accepted: _____

~~50% Deposit~~ Required Upon Acceptance.

Please Read Conditions On Back.

Taberna HOA Board of Directors – Open Items
11 Mar 2009

Subject	Date Initial Discussion	Target Resolution Date	Responsible Person/Board	Comments	Completion Date
Vendetti Covenant Violations	2006	Feb 2009	Peele/BOD	Numerous violations of boat and trailer covenants. Fined \$100 by Adjudicatory Panel. Appeal denied by Board 21 Jan 09. Fine Paid	Closed
Etta Daniel's Insurance Claim, 101 Valais Ct	22 Sep 2008	Mar 2009	Peele/BOD	22 Sep ltr received from homeowner demanding reimbursement for tree damage to house. Issue turned over to insurance agent on 25 Sep 08. Cincinnati Ins Co. denied claim in 11 Feb 09 letter	Closed
Review of Tree Removal Decisions	Sep 2008	Spring 2009	Turner/ACC	Daniel's situation required a review of past decisions to limit HOA liability. ACC completed review and no further action required	Closed
Update THOA Web Site	2008	Summer 2009	Peele/Windham	Purpose is to improve community visibility via web updates. Status presented at 21 Jan 09 BOD mtg. Status update at Mar BOD meeting	TBD
Digital Backup for THOA records	12/2006	Fall 2009	Peele/Costanzo	Need to plan for records backup	TBD

Drainage from Lots at 122 & 123 Friburg Rd.	Summer 2008	3/2009	Peele	Property owners were notified by Costanzo ltr on 8 Nov 08. Follow-up Ltrs sent in Jan 09. One lot has been repaired. Other lot owner to visit on 27 Feb to discuss required repairs. Another lot owner needs to be contacted as erosion also caused by 3 rd lot. All 3 lot owners have made repairs	Closed
Fence Easement for Front Entrance <i>nothing new</i>	2006	September 2007 – TBD pending ECB decisions	Peele/BOD	Easement resolved with Fred Morton and Dunkin Donuts. ECB unwilling to talk until they make development decisions	TBD
Prepare Budget Process Procedure	Summer 2008	Apr 2009	Peele, BOD & Committees	Improve coordination and preparation of budget. Gene to draft proposal. Gene & Suzanne to meet on Mar 17 th	Target late March for proposed procedure
Landscaping & Maintenance Contracts for 2010/2011	Jan 2009	Aug 2009, contracts awarded	BOD, Jim Wilson B&G, & sub-committees	Goal is to release bids and select contractors NLT end ^{mid} of Aug. Peele met with B&G 18 Feb. B&G preparing bids. Milestones will be driven by Budget Procedure	TBD
OTW owner request to glass their screened porch	Dec 2008	TBD	TBD/BOD	Need opinion on whether request violates covenants. Discussed at Feb Board meeting. Not a covenant issue. Ball is in owner's hand to follow thru	Closed
Owner appeal of ACC decision to deny Pergola in backyard	Nov 2008	Apr 2009	Peele/BOD	Issue is golf course lot. Owner wants a waiver as the lot doesn't face course	TBD

Beautification Plan	January 2006	Dec 2009	THOA Board in conjunction with B & G	BOD implemented a 3-5 year plan for changes to beautify Taberna (ref. 2006 annual meeting). 2009 is projected to be the last year. Completed mods to Front Entrance, planted trees on Taberna Way, and Emmen Rd. Need to verify with B&G plans for 2009. Peele met with B&G 18 Feb. Enhancements (\$11.8K) to 2 entry islands to begin mid Mar 09. B&G owes us proposals for rest of \$20K.	TBD, completion depends on 2009 Board review & decisions
Determine what new equipment to install at Todd Denson Park to enhance community use (renamed from basketball court)	Nov 08	TBD	Linda to receive polling results	Proposed concept (\$13.9K) for basketball court presented at Nov 08 Board mtg. Need to explore pros & cons and develop proposal for how to do it. Board decided to poll owners on their wishes for park enhancements. New email address created	TBD
Annual Community Picnic	Feb 09	Nov 09	TBD picnic committee	Board needs to confirm plan and form committee in late spring. Residences being polled on comments	Late Spring, committee identified
Community Building in Todd Denson Park	Proposed at Dec 08 annual mtg	TBD	TBD	Need Board consensus on whether to form an exploratory committee. Board voted 11 Feb 09 not to pursue this	Closed

HOA Office Lease	Feb 09	Apr 09	Peele/Forsythe	Need to verify when lease needs extension. Board authorized Suzanne to renew current lease	TBD
Taberna CC/HOA Agreement on landscaping	Fall 08	Mar 09	Peele	Lawyers drafting agreement for golf course to maintain landscaping purchased by HOA	Mar 09
Repair stairs on canoe dock and remove graffiti on gazebo	Feb 09	TBD	Peele/B&G	Notify B&G to put on work schedule for summer 2009	TBD
Report from Bob Costanzo on Wetlands Management	Feb 09	TBD	Bob Costanzo	<u>Bob</u>	TBD



HOWARD,
STALLINGS,
FROM &
HUTSON, P.A.

Telephone: 252.633.3006 | Facsimile: 252.633.3097 | PO Box 975, New Bern, NC 28563

ATTORNEYS at LAW

www.HowardStallings.com

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Joseph H. Stallings
John N. Hutson
Beth F. Atkins
James B. Angell
B. Joan Davis
Brian E. Moore
Philip W. Paine
Richard P. Leissner, Jr.
Russell W. Johnson
Brooke L. Dalrymple
Stephen A. Brown

Of Counsel
Edwin P. Friedberg
(Deceased, 2009)

March 3, 2009

Mr. Gene Peele
Taberna Master Homeowners Association, Inc.
1005 Taberna Circle
New Bern, NC 28562

RE: Liens for Assessments

Dear Mr. Peele:

The Association has asked our office to advise you on how to proceed with enforcing some outstanding liens for delinquent dues that are set to expire in the summer of 2009. The purpose of this memo is to summarize your enforcement options. N.C.G.S. §47F-3-116 is the relevant statutory reference concerning lien enforcement. Per the statute, the Association has a lien upon a lot when a claim of lien is filed of record. Except as otherwise provided by your covenants, fees, charges, late charges and other charges are enforceable as assessments and may be foreclosed upon, subject to certain conditions. For purposes of this memo, we will presume that the claims of lien are for delinquent assessments.

N.C.G.S. §47F-3-116(a) provides that "... an association may foreclose a claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes." In other words, an association may foreclose on a lot to collect the delinquent assessments secured by the claim of lien, so long as the action is instituted within three (3) years of the filing of the lien. Foreclosure is accomplished by (1) filing a claim of lien; (2) conducting a title search to determine viability of foreclosure; (3) delivering to the lot owner via first class mail a letter demanding payment of the outstanding balance. The letter must contain very specific language, referenced in N.C.G.S. §47F-3-116, including the current balance, accrued interest, per diem interest, a notification of the right to pay the balance within fifteen (15) days without incurring attorneys' fees and the right to propose a payment plan; and (4) instituting foreclosure proceedings by filing a notice of hearing with the Clerk of Court. Foreclosure is a viable option if the lot is vacant or improved, but not subject to a deed of trust, and marketable. Factors to consider as to marketability include the amounts of prior liens, special liens such as tax liens or IRS liens, and the condition/location of the lot. Due to the costs and time involved, I would not advise instituting a foreclosure action to collect the delinquent dues, unless the Association is aware of a potential purchaser of the lot.

NEW BERN OFFICE
2407 Grace Ave.
New Bern, NC 28562
Telephone: 252.633.3006
Facsimile: 252.633.3097

RALEIGH OFFICE
PO Box 12347
5410 Trinity Road
Suite 210
Raleigh NC 27605
Telephone: 919.821.7700
Facsimile: 919.821.7703

Mr. Gene Peele
March 3, 2009
Page 2 of 2

As an alternative to enforcing the claim of lien via a foreclosure action, the Association may institute a civil lawsuit against the lot owner. Note that it is not necessary to file a claim of lien on the property in order to file a civil lawsuit. If the amount of the delinquency exceeds \$5,000.00, or if the lot owner resides outside Craven County, the action will need to be filed in District Court; otherwise the action can be filed in small claims court. As indicated above, the civil lawsuit is the more practical option where there is an open deed of trust or prior/superior liens on the property, where there is an ongoing tax foreclosure, or where the lot itself is not marketable. Additionally, unless the lot owner has some defense or is particularly litigious, the lawsuit is more expeditious than foreclosure. As with the foreclosure action, the Association should send a demand letter prior to instituting the action; the required contents of the letter will depend in part on what was stated in previous letters to the lot owner. If the lawsuit results in a judgment against the owner, that judgment is a lien on the real estate for ten years and is enforceable against personal property owned by the defendants.

Whether the Association wishes to pursue a foreclosure action or a civil lawsuit, the Association should consult with our office regarding the best course of action. At the least, the Association should perform, or have our office perform, a title exam on the property in order to evaluate the practicality/viability of the collection and to verify the current ownership of the lot. Once a course of action is prescribed, I recommend that a demand letter be issued from our office in order to induce the lot owner to pay or at least propose a payment plan.

I will be happy to discuss these matters with you in greater detail, or to assist you in any other way. Please do not hesitate to contact me with any questions you have.

Sincerely,

Howard, Stallings, From & Hutson, P.A.



Beth F. Atkins

Linda Pickens

From: "Gene Peele" <dgpeelee@embarqmail.com>
To: "Gene Peele" <dgpeelee@embarqmail.com>; "George McNulty" <mmcnulty@suddenlink.net>;
"Linda Pickens" <lindapickens676@suddenlink.net>; "Rick Layton" <ricklayton@msn.com>;
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Version: 8.0.237 / Virus Database: 270.10.25/1957 - Release Date: 02/17/09 07:07:00

TABERNA BUDGET COMPARATIVES

Board approved 9/10/08

updated 01/09 for actuals

	2005 Actual	2006 Actual	2007 Actual	2008 Budget	2008 Actual	2009 Budget Final
MASTER HOA						
Cash Receipts						
Dues	\$151,436	\$153,829	\$179,100	\$182,916	\$183,105	\$182,916
Misc/ Gifts	\$0	\$0	\$1,256	\$0	\$0	\$0
Fines/ Late fees	\$100	\$300	\$3,180	\$0	\$3,580	\$0
Interest Income-Reserves	\$670	\$2,044	\$2,928	\$3,545	\$2,228	\$4,840
Interest Income-Operating	\$0	\$0	\$562	\$2,600	\$2,802	\$2,148
Prior Year's \$ Appropriation	\$0	\$0	\$0	\$3,968	\$0	\$593
TOTAL RECEIPTS	\$152,206	\$156,173	\$187,026	\$193,029	\$191,715	\$190,497
Cash Disbursements						
Landscaping-Contracts	\$77,929	\$80,900	\$84,247	\$91,240	\$89,670	\$94,240
Bldg/Grounds Mtnce-Misc	\$7,648	\$14,424	\$13,757	\$15,000	\$14,990	\$15,000
Community Beautif. Project	\$9,290	\$1,378	\$25,258	\$20,000	\$20,171	\$20,000
Lake Aquatic Mgmt.		\$592	\$0	\$400	\$0	\$400
Water Drainage Upkeep	\$0	\$0	\$2,375	\$0	\$0	\$0
Utilities - water	\$3,138	\$3,218	\$4,852	\$3,500	\$6,110	\$3,850
Utilities - electricity	\$1,931	\$1,760	\$2,030	\$2,600	\$2,526	\$2,860
Crime Watch / EMT	\$0	\$0	\$233	\$500	\$220	\$500
Admin. Expenses	\$3,721	\$3,308	\$2,283	\$3,500	\$2,358	\$3,000
Misc/ Web/ Mktg/Functions	\$720	\$1,076	\$2,478	\$4,500	\$686	\$4,500
Accounting	\$5,595	\$5,419	\$3,663	\$6,300	\$7,443	\$7,500
Legal	\$6,066	\$3,291	\$7,710	\$6,000	\$4,200	\$5,000
Insurance	\$3,121	\$4,749	\$4,620	\$5,200	\$4,155	\$4,650
Rent of HOA Office space	\$2,925	\$3,000	\$3,225	\$3,700	\$3,700	\$4,100
Annual Meeting expenses	\$997	\$858	\$808	\$1,200	\$645	\$1,200
Taxes	\$98	\$73	\$941	\$1,420	\$727	\$2,100
Mailboxes & Posts	(\$1,998)	\$431	\$249	\$0	\$6	\$0
Lot Front Mowings	(\$2,085)	(\$58)	\$127	\$0	(\$26)	\$0
Bushhogging	\$652	\$46	\$0	\$0	\$185	\$0
Replacement Reserves	\$10,000	\$7,000	\$14,000	\$14,424	\$14,424	\$10,000
Operations Contingency Fnd	\$15,000	\$10,000	\$11,000	\$10,000	\$13,000	\$0
Oper. Fund Usage	\$2,225	\$0	\$0	\$0	\$0	\$0
CAPITAL IMPROVEMENTS	\$661	\$0	\$0	\$0	\$0	\$6,757
TOTAL DISBURSEMENTS	\$147,634	\$141,465	\$183,856	\$189,484	\$185,190	\$185,657
Excess (Deficiency)	\$4,572	\$14,708	\$3,170	\$3,545	\$6,525	\$4,840

TABERNA BUDGET COMPARISONS

updated 01/09 for actuals

Board approved 9/10/08

	2005 Actual	2006 Actual	2007 Actual	2008 Budget	2008 Actual	Final 2009 Budget
ABBINGTON WOODS						
ANNUAL DUES	\$476 (62)	\$650 (62)	\$650 (62)	\$725 (62)		\$786 (62)
Cash Receipts						
Dues	\$29,512	\$40,302	\$40,174	\$44,950	\$44,950	\$48,732
Misc. Receipts	\$25	\$0	\$0	\$0	\$0	\$0
Interest Income	\$1	\$13	\$9	\$270	\$113	\$214
Prior Years' \$ Appropriation	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL RECEIPTS	\$29,538	\$40,315	\$40,183	\$45,220	\$45,063	\$48,946
Cash Disbursements						
Landscaping - Mtnce	\$24,676	\$37,789	\$37,200	\$40,920	\$40,920	\$44,640
Accounting	\$619	\$659	\$834	\$780	\$780	\$860
Admin/ Inc. Tax expense	\$74	\$216	\$123	\$150	\$218	\$132
			\$0			
Fence Repl. Reserves	\$2,400	\$1,700	\$1,800	\$3,100	\$3,100	\$3,100
TOTAL DISBURSEMENTS	\$27,769	\$40,364	\$39,957	\$44,950	\$45,018	\$48,732
Excess (Deficiency)	\$1,769	(\$49)	\$226	\$270	\$45	\$214

TABERNA BUDGET COMPARISON

updated 01/09 for actuals

Board approved 9/10/08

	2005 Actual	2006 Actual	2007 Actual	2008 Budget	2008 Actual	Final 2009 Budget
BOLEYN CREEK VILLAS						
ANNUAL DUES	\$590 (23)	\$615 (23)	\$625 (23)	\$683 (23)		\$718 (23)
Cash Receipts						
Dues	\$13,570	\$14,145	\$14,375	\$15,709	\$15,709	\$16,514
Interest Income-Reserves	\$10	\$20	\$10	\$113	\$81	\$59
Interest Income - Other	\$22	\$33	\$19	\$20	\$9	\$12
Prior Years' \$ Appropriation	\$0	\$0	\$0		\$0	\$0
TOTAL RECEIPTS	\$13,602	\$14,198	\$14,404	\$15,842	\$15,799	\$16,585
Cash Disbursements						
Landscaping - Mtnce	\$12,480	\$13,680	\$13,680	\$14,340	\$14,340	\$15,060
Accounting	\$393	\$393	\$475	\$500	\$500	\$560
Admin & Inc. Tax Expenses	\$25	\$39	\$54	\$84	\$84	\$78
Use of Reserves					\$2,165	
Road Replacement Reserve	\$1,375	\$0	\$250	\$805	\$805	\$828
TOTAL DISBURSEMENTS	\$14,273	\$14,112	\$14,459	\$15,729	\$17,894	\$16,526
Excess (Deficiency)	(\$671)	\$86	(\$55)	\$113	(\$2,095)	\$59

Board approved 9/10/08

TABERNA BUDGET COMPARISONS

Board approved 9/10/08

updated 01/09 for actuals

ONE TABERNA WAY	2005 Actual	2006 Actual	2007 Actual	2008 Budget	2008 Actual	Final 2009 Budget
ANNUAL DUES	\$1844 (14)	\$1844 (16)	\$2000 (16)	\$2000 (16)		\$2000 (16)
Cash Receipts						
Dues	\$25,816	\$28,424	\$32,000	\$32,000	\$32,000	\$32,000
Interest Income - Reserves	\$242	\$622	\$739	\$740	\$788	\$1,243
Miscellaneous	\$51	\$0	\$0	\$0	\$0	\$0
Prior Years' \$ Appropriation	\$0	\$0	\$0	\$1,185	\$0	\$600
TOTAL RECEIPTS	\$26,109	\$29,046	\$32,739	\$33,925	\$32,788	\$33,843
Cash Disbursements						
Landscaping	\$20,018	\$24,571	\$18,366	\$26,580	\$22,498	\$25,400
Accounting	\$417	\$489	\$605	\$520	\$520	\$580
Admin & Inc Tax expenses	\$0	\$37	\$93	\$325	\$237	\$300
Reserves for:	\$5,040	\$5,490	\$5,760	\$5,760	\$5,760	\$6,320
Ext. Painting & Roof Repl.						
Use of Reserves	\$0	\$990	\$0	\$0	\$3,800	\$0
TOTAL DISBURSEMENTS	\$25,475	\$31,577	\$24,824	\$33,185	\$32,815	\$32,600
Excess (Deficiency)	\$634	(\$2,531)	\$7,915	\$740	(\$27)	\$1,243

TABERNA BUDGET COMPARISON

Board approved 9/10/08

updated 01/09 for actual

	2005 Actual	2006 Actual	2007 Actual	2008 Budget	2008 Actual	Final 2009 Budget
TABERNA LANDINGS						
ANNUAL DUES	\$615 (6)	\$1000 (6)	\$1000 (6)	\$1355 (6)		\$1355 (6)
Cash Receipts						
Dues	\$3,750	\$6,000	\$6,000	\$8,130	\$8,130	\$8,130
Interest Income-Reserves	\$122	\$114	\$133	\$5	\$192	\$135
Prior Years' \$ Appropriation	\$0	\$0	\$0	\$0	\$0	\$270
TOTAL RECEIPTS	\$3,872	\$6,114	\$6,133	\$8,135	\$8,322	\$8,535
Cash Disbursements						
Landscaping - Mtnce	\$3,370	\$3,700	\$3,320	\$3,370	\$3,316	\$3,520
Accounting	\$324	\$340	\$425	\$380	\$380	\$460
Admin & Inc Tax Expenses	\$20	\$13	\$8	\$60	\$35	\$100
Road Replacement Reserve	\$0	\$1,580	\$2,190	\$4,320	\$4,320	\$4,320
TOTAL DISBURSEMENTS	\$3,714	\$5,633	\$5,943	\$8,130	\$8,051	\$8,400
Excess (Deficiency)	\$158	\$481	\$190	\$5	\$271	\$135

**TABERNA HOMEOWNERS ASSOCIATION
RESERVE COMPARISONS
YEAR-END BALANCES**

updated 01/09 for actuals	Actual Balance 12/31/2004	Actual Balance 12/31/2005	Actual Balance 12/31/2006	Actual Balance 12/31/2007	Actual Balance 12/31/2008	2008 usage
Taberna Mstr. Replacement	\$31,790	\$42,361	\$50,791	\$66,733	\$83,156	no usage'08
Abbingtion Woods - Fences	\$0	\$2,400	\$4,113	\$5,923	\$9,135	no usage'08
Boleyn Creek Villas - Alley	\$2,717	\$4,102	\$4,123	\$4,383	\$3,089	used \$2165
One Taberna Way: Ext. painting/roof replacemnt	\$20,586	\$24,833	\$29,955	\$36,454	\$39,169	used \$3800
Tab. Landings - Road	\$4,365	\$4,487	\$6,181	\$8,503	\$13,015	no usage'08
TOTAL REPLACEMENT RES.	\$59,458	\$78,183	\$95,163	\$121,996	\$147,564	
Taberna Master: Operations Contingency Fund	\$0	\$15,000	\$23,488	\$35,474	\$49,567	
Less: Usage	\$0	(\$2,225)	\$0	\$0	\$0	
Balance at 12/31	\$0	\$12,775	\$23,488	\$35,474	\$49,567	Int will finish
TOTAL ALL RESERVES	\$59,458	\$90,958	\$118,651	\$157,470	\$197,131	

Linda Pickens

From: <lwalderson@suddenlink.net>
To: <dgpeele@embarqmail.com>; <lindapickens676@suddenlink.net>; <etdean2@yahoo.com>; <abcostanzo@suddenlink.net>; <jimdotty@aol.com>; <mes_svc@yahoo.com>
Sent: Tuesday, March 03, 2009 4:40 PM
Subject: Abbington Woods

I have been a resident in Abbington Woods for six years and was the original (the first) Lawn Maintenance Coordinator for Abbington. The first two years I contracted a lawn service named TMC Lawn Service, we had multiple and on-going problems with him living up to his contract with us, so half way through the second year of his contract we terminated him. At that time Eddie Dean took over my responsibilities for Abbington. I was on the HOA Board Of Directors so agreed to take over my lawn care responsibilities. At that time Eddie Dean sought out bids and hired MES lawn service.

The past three years I have been more than happy with the service MES has provided and has in every way fulfilled his contract with us without fail. When something was not quite up to my expectations on his work performed, I would call him and he would reconcile the problem usually within 24 hours. Given the level of my expectation for the contracted lawn service, MES without question has provide Abbington Woods with his services in a profession and timely manner. On more than one occasion gave Ben a pat on the back for his efforts and rewarded him with a \$20 gratuity as a thank you.

So, as you can see I am in total disagreement with the Abbington Woods "lynch mob" that seems to be forming to hold this young man to favors far beyond what the contract calls for. If Mr. Ben Provost from MES ask me to give him a professional reference, I would be more than obliging.

Contact me with any questions.

Larry Alderson

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.0.237 / Virus Database: 270.11.6/1981 - Release Date: 03/03/09 07:25:00

Linda Pickens

From: "Gene Peele" <dgpeele@embarqmail.com>
To: "Gene Peele" <dgpeele@embarqmail.com>; "George McNulty" <mmcnulty@suddenlink.net>;
 "Linda Pickens" <lindapickens676@suddenlink.net>; "Rick Layton" <ricklayton@msn.com>;
 "Steve Harman" <steve_harman@suddenlink.net>; "Suzanne Forsythe" <forsythenc@embarqmail.com>; "Willis Vincent" <wsvincent@aol.com>
Sent: Tuesday, March 10, 2009 12:01 AM
Subject: FW: Contract Review

More background FYI.

Tx, Gene

From: Gene Peele [mailto:dgpeele@embarqmail.com]
Sent: Saturday, March 07, 2009 1:57 AM
To: 'mes_svc@yahoo.com'
Subject: RE: Contract Review

Ben,

I just returned from Hawaii so I am catching up on tons of emails and getting back into the normal home again routine. After I have had a chance to review and digest the information in the various emails regarding the MES contract concerns I will get back to you to advise on how we should proceed and the timing. Please be assured that you will have a chance to have your views and concerns reviewed by the Board or Board members representing the full board.

In your message you provide information/concerns regarding Don Loudin. Do you have information/concerns to share with us regarding the other Abbington members, Beverly Robertson and Dave Myers. What we need to get down to are the disputed areas of contract work. I will be asking the reps to tell us what contract items they think you are not performing properly. Similarly, we will be looking at your thoughts on what they are asking you to do that you feel is not in your contract.

We have a very busy schedule over the next 2-3 months but I will try to get this issue sorted as quickly as possible.

Tx, Gene

From: Ben, MES Services Inc. [mailto:mes_svc@yahoo.com]
Sent: Friday, March 06, 2009 6:33 PM
To: Gene Peele
Cc: Eddie Dean
Subject: Fw: Contract Review

Mr. Peele,

I was wondering if you have decided to allow me on the THOA calendar in April. I would like to clear up this issue with Mr. Loudin. I really feel that he is making this a harassing situation. I now have 3 phone calls, 6 emails. and a certified letter. Mr. Loudin is having a very hard time remembering when he has already communicated.

Thank you
 Ben
 MES Services Inc.

3/11/2009

MES Services Inc., a fully insured privately held corporation in the State of NC and has been in business for the last 5 years. MES Services has been providing basic lawn maintenance services to Abbington Woods for the last three years without any legitimate unresolved complaints or missed services. We have been pleased to work with Taberna and provided timely services for the contract years of 2007, 2008 and 2009. MES has worked with the Abbington Woods Lawn Representative and have never missed a service period in 3 years.

Throughout the services period we have received very few complaints, all resolved to customer satisfaction, with the exception of (coincidentally) the three people that have asked to be lawn maintenance reps for this year and who are requesting this meeting: Beverly Robertson, Don Loudin, and Dave Myers. Complaints from these customers have been about doing extra work (not covered in the contract) for **FREE**. **The contract has consistently been specific to provide BASIC LAWN MAINTENANCE (not landscaping or gardening) around each house and to provide the SAME services to all 62 homes, regardless of how much additional landscaping the homeowners installed after purchase of their homes.** We are aware that some of the homes have extensive landscaping and the contract does not cover doing all of the customized landscaping. The majority of the homes in Abbington Woods do not have a lot of customized landscaping and to keep the price low the previous board asked that the basic service be applied to each home and then let the homeowner contract for an extra services. We were also told that if home owners were to contract with MES for extra services, that the billing would have to be done on a one to one basis and that Taberna would not send out customized billings on an individual basis for any extra services.

Following are complaints I have logged in my records for 2007/2008:

Mr. Loudin

1) Mr. Loudin over seeded his lawn in the fall of 2007 and it was full of weeds from the grass seed. Mr. Loudin wanted MES to fix it, accused MES of not telling him he was making a mistake, Mr. Loudin wanted MES to come over during the winter and advise people of how to do their lawns and give private advice to each homeowner (or at least himself) for his winter yard care.

Email on 4/02/08

Eddie and Ben;

Needless to say, I am very disappointed in the supposed "Lawn Service" That I am being billed for, and expected to pay on a quarterly basis. I am disappointed in the fact that the individual who is responsible for maintaining my lawn DID NOT contact me to advise that I have a lawn problem (winter grass, poana and a fungus). Any GOOD BUSINESS MAN, would have approached me to advise me of these problems, but no he did not. Instead he had his employee spray a chemical around the base of my home as well as around the base of the fence areas in the rear, all to the result of killing the grass.

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I suppose this was done to eliminate the need to weed eat or trim around these areas. I know that you walked around my property and made excuses for this person, but the fact remains, the grasses around the perimeter of my house and the fence areas now are adorned with dead grass.

I have contracted with another landscape service to come in and TRY to salvage what is left of my yard. Yes, I know this is going to cost me more money in the long run, but I will at least know that my yard is receiving much better care that it has been given lately. Until further notice, please advise the individual who is supposed to maintain my yard to cease and desist from touching my yard, this includes fertilizing! I have been advised it will take at least two to three weeks before I begin to see any results of this new service I have contracted for.

By the way, I will take full responsibility for the winter grass and the poana growth. These grasses could very likely have come along with the overseeding I did a year ago. Even so, the yard service should have advised me of these problems a long time ago and possibly have eliminated many of the problems I now face.

I intend to carry my complaint forward to the HOA as well as the Property and Grounds Committee, likely not to do any good, but at least I'll feel better.

Don Loudin
godl12@suddenlink.net
Loud and Proud

2) Mr. Loudin has asked for a copy of the contract several times and still complained that everything is not getting done even though the contract is very specific. I went back over the contract with him and the Abbington Woods Rep. on numerous occasions. We all agreed that we were doing the job per the contract, but again Mr. Loudin was not happy because he did not persuade us to do the extra work for free.

3) Mr. Loudin made a natural fence/border in his back yard by planting trees along his property line, and now he wants MES to weedeat around all his new plants/trees. I advised Mr. Loudin that if he would put a border around each area/plants we could run the mower directly up to the border and the problem would be solved. Again, the contract states (and has always stated) that weedeating will consist of around the house foundation, around privacy fences, and around utility boxes.

4) Mr. Loudin complained to MES and the Abbington Woods Rep about having to get his weedeater fixed and pay for gas because he is doing something MES should be doing (weedeating all his additional landscaping he has added, but Mr. Loudin does not want to pay for).

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Email on 7/2/07

Michael/Ben;

I live at 106 Valais Ct. (across the street from Eddy Dean). I am not pleased with the yard service you claim to be providing. As examples: Trimming around trees non existent, especially in my back yard. Spraying for weeds, especially Lespedeza was insufficient.

After putting up with this lack of service for several weeks, I have resorted to trimming around the trees and other areas in my back yard myself. (This required a repair to my weed eater, plus use of gas and oil). I have also applied Ferti-lome Weed-Out, lawn weed killer myself in an attempt to rid my back yard of Lespedeza.

All of my extra work to improve the appearance of my yard has resulted in extra expense on my part, as well as additional time and effort. I have paid the \$162.50 regularly on a quarterly basis, but am seriously considering reducing this payment somewhat to compensate myself for the added expenses I have incurred to complete the yard service I am paying for.

As a suggestion, I suggest that YOU take some time to periodically check on the quality of work your employees are expected to perform. It won't be necessary for you to check the workmanship in my back yard for awhile because I have just completed trimming and spraying myself, but this will be the last time I do this myself and if I see that the contracted work is unsatisfactory, I'll let you know immediately.

Don Loudin

godl12@suddenlink.net

Peace starts with a smile!

5) MES sprayed a Grass weed killer (Image on problem areas) around the houses in early spring to kill the poi anna (which is a grass weed and not broad leaf) that comes up around the foundation. The grass weed killer worked, but Mr. Loudin complained that MES was killing his grass. Even though this was not in the contract to kill grass weeds, MES went out of their way to protect the yards from grass weeds.

Email 4/02/08

Instead he had his employee spray a chemical around the base of my home as well as around the base of the fence areas in the rear, all to the result of killing the grass. I suppose this was done to eliminate the need to weed eat or trim around these areas.

6) During the 2008 year, MES sprayed the whole neighborhood for weeds, twice, and also spot sprayed as needed per the contract, and Mr. Loudin went out and told MES if they touch his yard they would call the police. A few weeks later, Mr. Loudin asked for MES to resume lawn maintenance in his yard but do not provide any fertilizer or weed spray. You can tell by driving around Taberna that our application of weed control is better than anyone elses in the area. The Abbington Woods yard may not be perfect, but when you enter or leave the Abbington Woods, you can tell the difference in weeds. If you really look close, the yards with weeds are generally the yards with the extra landscaping, including Mr. Loudin and Ms. Beverly Robertson. Many of the landscaper drive their equipment into the yards without cleaning the equipment first, thus spreading weeds in areas already treated by MES.

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7) Since 2/18/09 we have received numerous harassing emails, phone calls and now letters from Mr. Loudin because he wants to schedule a "Get to know you and your Principles" meeting. Each of Mr. Loudin's emails was replied to within one day of receiving the email. Mr. Loudin sent the initial email on 2/18/09, we responded on 2/19/09 to pick a date in March. Mr. Loudin responded on 2/23/09 but picked the wrong month (April). We responded on 2/24/09 and 2/27/09 and asked Mr. Loudin to confirm the date. But then on 2/28/09 we get a letter, by US Mail, from Mr. Loudin that states "That a meeting was needed and MES "principals" hadn't responded "positively" yet.

When a meeting was requested of MES Services by Mr. Loudin, he said it would be "non-confrontational". Every time he has spoken to myself or the previous Abbington Woods lawn rep, Eddie Dean, it has been nothing but confrontational. He has threatened to call the police if I touch his yard, yelled and cussed at me, chased me down street to further confront me. Also, I have heard from my happy customers in Taberna that these three representatives are slandering my services and my company through the neighborhood. **Therefore, I have no desire to "meet with Abbington Woods Lawn Reps" But would prefer to meet with the Taberna HOA and Abbington Woods Lawn Reps together to discuss the contract that has been in existence for over three years, hasn't changed except changes made by the Taberna HOA in 2007.**

Mr. Loudin said the purpose of the meeting was to meet my officers (principals)? Discuss the contract? And have me explain my fertilization/weedkilling compositions? Where in the contract does it tell me specifically what chemicals I have to use? The contract is what it is. I provide more services then the contract calls for but have never provided less and never asked for more money. I am aware that Mr. Loudin already has a man that lives in Taberna and does lawn maintenance in mind for the next contract year, that is fine.

The only thing Mr. Loudin or his group should need me for are to let me know if something in the contract was missed or not followed or to check with me on dates services might be provided (taking account the weather), we generally run a 10 day cycle. This can be done through e-mail, by phone, or in person when I am site. I work full-time, run a business, and attend college. I have abided by everything within the contract, never missed a service, and have tried to please the many different personalities and demands within the community within the limits of the contract, which is almost impossible. I have even come back to town after finishing the job a couple of times to make customers happy. Again, all services have been provided, provided correctly, and to reasonable satisfaction.

I would like to request to meet with THOA and Abbington Woods Reps on Wednesday, April 8th 5:30 p.m. I have also added a copy of the agricultural guidelines I follow for chemicals/spraying, I am sorry about the long email, thank you for your patiences

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Ben Provost,

President/Owner/Principle

MES Services Inc.

252.670.0623

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Services and Explanation

MES Services does not claim to be a "master gardener" company, nor were they required to be within the contract. We follow guidelines posted by the state agricultural division.

Centipede is resistant to most disease and insects with the main problem being the buildup of thatch. The main importance of getting a good lawn from centipede is to have the site as free from deviations in ground level as possible. This grass will be mown quite low and every hill or bump will result in the grass getting scalped and the roots will die and centipede does not repair quickly. MES Services tries to cut the grass to a 2" height.

Maintenance: Low to medium with yearly fertilization and possible additions of iron sulfate or chelate on heavier soils with pH higher than 7.2 and on sandy soils higher than 6.5; regular mowing and watering when necessary. Potassium might have to be added in the spring and fall to encourage root development and help to winterize the lawn.

Mowing Depends upon growth and the lawn you want to achieve. Proper mowing should be determined by 1 ½ - 2 inches height.

Weeding: Early spring application of herbicides for crabgrass and annual weeds and a hormone type for broadleaf weeds. Speed Zone is our product of choice and we use it exclusively throughout the year. You can very well tell by driving around Taberna that our application of weed control is better than the surrounding area. As a matter of fact, if you drive down Neuchatel, as soon as you enter or exit Abbington Woods, just about every yard is eat up with weeds.

Fertilization: Low to medium if at all with nitrogen and potassium and no phosphorus as this depletes the iron levels; a good application would be 15-0-15. 16-4-8 is also a recommended fertilizer for Centipede. Centipede is not responsive to high rates of fertilizers. Fertilizer should be added at the time of planting, with additional yearly application. Iron chlorosis can be a problem. Chelated or ferrous sulfate is recommended for improving the iron deficiency --- Also balancing the pH to a more acidic level can help. It adapts best to a soil pH of 5.0 to 5.5. If soil testing is not used, a general purpose fertilizer with a 3-1-2 nitrogen-phosphorus-potassium (N-P₂-O₅-K₂O) ratio such as 12-4-8 is good. Apply 5 pounds of 12-4-8 per 1000 square feet **after** spring green-up and again in midsummer. Another possible choice of fertilizer is 4 pounds of 16-4-8 per 1000 square feet **after** spring green-up and in midsummer. We generally follow these guidelines and apply a low nitrogen- low to no phosphorus- and medium potassium (also potash)

Weed Control is needed in the winter to discourage weed growth while the grass is dormant in the cooler areas. Herbicides of a hormonal type can be used at this time for the broad-leaved weeds and other weeds can be controlled with pre-emergence herbicides. We general use Simazine, which is an organic white solid, used as a pre-emergence herbicide used for control of

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broad-leaved and grassy weeds. We have also used Image and Vantage on problem areas depending on what type of grass weed we are trying to control, but this is not in the contract.

Ryegrass Overseeding - Most experts recommend that you do NOT overseed your centipede lawn with a winter ryegrass. It can in some situations result in thinning out (killing) of your lawn over time due to the added stress of early spring competition. Fescue in general is a better overseed variety to use (not ryegrass). **However in general the best recommendation is to do nothing.**

Centipede decline is a problem in some centipede lawns. This occurs after a few years of an established lawn's life and is usually indicative of some underlying problems. Symptoms are yellow spots in lawn (also caused by iron chlorosis) and dead spots in spring growth. Causes of the decline can be any one or combination of these practices or conditions:

- Excessive nitrogen applications
- High Soil pH (Greater than 6.5)
- Nematodes and other organisms.
- Excessive thatch causing cold damage to roots.

Linda Pickens

From: "Gene Peele" <dgpeelee@embarqmail.com>
To: <etdean2@yahoo.com>
Sent: Tuesday, March 10, 2009 12:02 AM
Subject: RE: Abington Woods

Eddie,

Thank you for your comments regarding the issues between the Abington reps and the MES contractor.

First, let me clarify the Board's stance on the "changing of the guard". For most or all of 2008 Abington had no designated/approved representatives to interface with the Board on business related matters (e.g., preparation and execution of the annual budget including lawn services and bidding and selection of contractors, and bringing matters of general concern to the Board). These positions required Board approval and approved sub-association committee members are listed in the web site and in the Taberna Tribune. There were at least three calls in the Tribune in 2008 for volunteers to support community and sub-association committees and in the February 2008 issue there was a specific call for volunteers for two reps for Abington. The only other officially recognized person for Abington is the position of lawn representative, for which you are identified in the contract. In late 2008 some of the Abington homeowners came forward and indicated interest in becoming the Abington representatives. Three of those followed through with commitments to support Abington homeowners as sub-association reps and were approved by the Board in Jan 2009. Subsequently in February 2009, these representatives advised you that they would prepare the bids for the new 2010/2011 contract, would monitor contract performance, and they thanked you for your support. The Board appreciates your contributions and efforts on behalf of Abington.

It is unfortunate that MES and the new representatives have been unable to work together and find it necessary to come to the Board to resolve disputed contract issues. I will forward to you the message I sent to Ben in which I affirmed our intent to have the full Board or select members of the Board meet with MES and the Abington reps to resolve the issues. We invite your participation in those discussions when they are scheduled.

The Board's interest is to have positive and constructive discussions that serve the best interests of all of the Abington homeowners.

Thanks, Gene

From: Eddie Dean [mailto:etdean2@yahoo.com]
Sent: Monday, March 09, 2009 4:29 PM
To: Gene Peele
Cc: Larry Alderson
Subject: Abington Woods

Mr. Peele,

I have stayed silent throughout this "changing of the guard" with the new group of HOA reps for Abington Woods. I have worked for the community for about 5 years with lawn maintenance with TMC and Ben at MES Services. Throughout this time that MES Services has had the contract, there has only been one incident that Ben has had to come back and fix something and couple times to touch up an area, but before there was any further problems Ben fixed the issue and moved on.

Through out the last two years there has been a constant bicker from Don Loudin, Dave Meyers and his wife, and Beverly Robertson. I have documented the persistent opinion of these home owners about the lack of work done around all of their extra added landscaping. Don has done nothing but complain

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about his yard since he messed it up and tried to blame MES Services. Dave and his wife has called me more then a couple of occasions to complain about edging all around thier house and the lack of weed eating around the new landscaping in their back yard. Beverly Robertson has made it clear to all of the neighbors on Valais court that she can not believe that we pay for services that don't get done to her satisfaction. I have heard her yelling to the neighbors across the street that she deserves a better service. At one point MES services agreed to do the extra work at least once a month for free. But over time the other neighbors started asking for extra services in their yards to be done for free and finally MES said they would not do any work for free because it was causing more problems.

Since being elected by the majority of all of the neighbors in Abbington Woods, I have tried to be fair with each neighbor and to the contractor. I have sent out flyers, contract notices, listened to the opinion of others. The only three neighbors who always complain is the new people you appointed, it is amazing that not one of you even asked me for any information before just brushing me aside after I have volunteered and done the majority of the work. I even took time off to go to court to represent THOA when TMC sued Abbington Woods because we cancelled his contract (we lost by the way). Larry Alderson and I are the only two in Abbington Woods that have volunteered to help with lawn maintenance, none of new representatives have ever done one thing to help the community except to cause decention and petty bickering.

It is my honest belief that the purpose of the new Abbington Woods reps wanting to meet with Ben at MES Services, more than halfway into the contract year, is to intimidate him and scare him into performing services outside the contract, basically to have their lawns manicured to their liking. I do not believe they have good intentions and I think that is why Ben at MES Services has asked you, the Board, to get involved.

Thank you
Eddie Dean, CTO
AP Packaging
252.259.6503

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--- On Fri, 3/6/09, Don <godl12@suddenlink.net> wrote:
From: Don <godl12@suddenlink.net>
Subject: Contract Review
To: mes_svc@yahoo.com
Date: Friday, March 6, 2009, 2:04 PM

Ben;

I just got out of the hospital and was somewhat confused about the dates of our meeting. As far as I can determine, we had settled on March 12, 2009 at the HOA offican>e, 7 PM. Please verify if this is acceptable to you and your principals.

Thanks.

Don Loudin

godl12@suddenlink.net

Don't re-elect anyone!

I am using the Free version of SPAMfighter.
We are a community of 6 million users fighting spam.
SPAMfighter has removed 2101 of my spam emails to date.
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Version: 8.0.237 / Virus Database: 270.11.9/1993 - Release Date: 03/10/09 07:19:00

Linda Pickens

From: "Gene Peele" <dgpeelee@embarqmail.com>
To: "Gene Peele" <dgpeelee@embarqmail.com>; "George McNulty" <mmcnulty@suddenlink.net>;
 "Linda Pickens" <lindapickens676@suddenlink.net>; "Rick Layton" <ricklayton@msn.com>;
 "Steve Harman" <steve_harman@suddenlink.net>; "Suzanne Forsythe" <forsythenc@embarqmail.com>; "Willis Vincent" <wsvincent@aol.com>
Sent: Tuesday, March 10, 2009 11:10 PM
Subject: FW: MES Contract Review

FYI - MES response to my inquiry regarding specifics of issues.

I am trying to find the pony in this mess. While it is a pain now, it serves a useful purpose to help in planning for the follow-on contract bid specifications, specifically how do we deal with selected homes that have landscaping needs above and beyond a normal maintenance contract that is appropriate for the other of the 62 homes. Including the additional costs of a few homes in the contract means the others are subsidizing their cost.

Given the circumstances and the players involved I think the Board is going to have to put in extra energy to get past this issue and get successful bids and contractor selection for the follow-on contract.

Are we having fun yet???

Tx, Gene

From: Ben, MES Services Inc. [mailto:mes_svc@yahoo.com]
Sent: Tuesday, March 10, 2009 6:36 PM
To: Gene Peele
Subject: RE: Contract Review

Dear Mr Peele,

In response to your email, in my previous email I tried to keep the email as short as possible, but It got pretty lengthy anyway. Most of my issues have been with Mr Loudin but I have had some complaints from Mr. Myers and his wife and three incidents with Ms. Robertson.

In 2008, Mr Meyers and his wife talked to me on 4 different occasions I believe. Each time they were complaining that I did not do the work correctly. Each incident centered around edging all around their house including the back patio and also weed eating the landscaping around the new plants in their back yard. I did the work a couple of times even though it is not in the contract. But over time and other neighbors asking me to do their yards I decided it best to stop.

In 2008 Ms. Robertson, made it plain that she was not happy with the work. On three different occasion Ms. Robertson was loudly expressing her opinion to me about the lack of weed eating around all of her extra landscaping. Ms. Robertson never had the courtesy to speak to me directly, but she stands in her yard and raises her voice as I go by. Twice I had gotten off of the mower and picked up some trash in Ms Robertson's yard and Ms. Robertson started pointing at her landscaping out in the side yard and asked "When I was going to finish her yard?". On another occasion I had just stopped talking to her new neighbor and explaining the basic service when Ms. Robertson started yelling to one of the neighbors across the street about how poor the edging around her beds looked.

As I said in my previous lengthy letter, the complaints from these three are consistently about services not provided for in the contract. The contract is for BASIC lawn MAINTENANCE, not landscaping. I do not mess with any additional landscaping beds, shrubbery, trees, etc. that residents have added to

their lawns since the houses were built. It is my understanding that when the homes were built, all 62 houses had the exact same landscaping put in by Neuse Builders (except some had trees and some didn't) and Neuse Builders decided along with Taberna to add basic lawn maintenance to the deeds.

I have NEVER missed any schedule lawn service, have never damaged anyone's property, and have never disrespected any customer in this neighborhood. I am not asking for anything extra, but I also expect to get paid when I perform services outside of the contract.

I am really sorry that this has taken so much of your time, I will really try to work this out in the best way possible. I do not have any animosity toward any of the new reps, I just feel they are unduly targeting me for something that I have been doing correctly for three years.

Thank You
Ben
MES Services Inc.
252.670.0623

--- On Sat, 3/7/09, Gene Peele <dgpeele@embarqmail.com> wrote:
From: Gene Peele <dgpeele@embarqmail.com>
Subject: RE: Contract Review
To: mes_svc@yahoo.com
Date: Saturday, March 7, 2009, 1:56 AM

Ben,

I just returned from Hawaii so I am catching up on tons of emails and getting back into the normal home again routine. After I have had a chance to review and digest the information in the various emails regarding the MES contract concerns I will get back to you to advise on how we should proceed and the timing. Please be assured that you will have a chance to have your views and concerns reviewed by the Board or Board members representing the full board.

In your message you provide information/concerns regarding Don Loudin. Do you have information/concerns to share with us regarding the other Abbingdon members, Beverly Robertson and Dave Myers. What we need to get down to are the disputed areas of contract work. I will be asking the reps to tell us what contract items they think you are not performing properly. Similarly, we will be looking at your thoughts on what they are asking you to do that you feel is not in your contract.

We have a very busy schedule over the next 2-3 months but I will try to get this issue sorted as quickly as possible.

Tx, Gene

From: Ben, MES Services Inc. [mailto:mes_svc@yahoo.com]
Sent: Friday, March 06, 2009 6:33 PM
To: Gene Peele
Cc: Eddie Dean
Subject: Fw: Contract Review

Mr. Peele,

I was wondering if you have decided to allow me on the THOA calendar in April. I would like to clear up this issue with Mr. Loudin. I really feel that he is making this a harassing situation. I now have 3 phone calls, 6 emails. and a certified letter. Mr. Loudin is having a very hard time remembering when he has already communicated.

3/11/2009

Thank you
Ben
MES Services Inc.

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From: Don <godl12@suddenlink.net>
Subject: Contract Review
To: mes_svc@yahoo.com
Date: Friday, March 6, 2009, 2:04 PM

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