

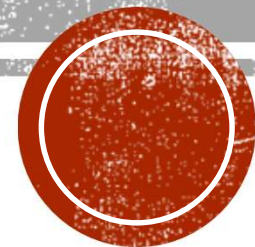
ENNISBROOK COMMUNITY

Board Meeting – July 27, 2022

MEETING AGENDA

- Treasurers Update – Q2 Financial Report
- Common Area Repair Updates
- Water and Sewer Responsibility – Recap of 07/13 Meeting with the City of Smyrna
- Association Insurance Review
- Covenant Enforcement - Parking Violations & Guest Parking Management
- Social Events
- Pre-Submitted Homeowner Questions & Topics

Treasurer Financial Updates



P6 YTD Balance Sheet

Balance Sheet For 6/30/2022

| ASSETS | | |
|------------------------------------|-----------------------------------|---------------------|
| 1001 - Pacific Western - Operating | \$57,867.56 | |
| 1010 - Pacific Western - Reserves | \$174,736.16 | |
| 1100 - Accounts Receivable | \$3,507.18 | |
| Total ASSETS | | \$236,110.90 |
| | Total Assets | \$236,110.90 |
| LIABILITIES | | |
| 2000 - Accounts Payable | \$16.95 | |
| 2300 - Accrued Expenses | \$1,430.75 | |
| 2450 - Other Liabilities | \$90.00 | |
| 2625 - Prepaid Assessments | \$28,346.79 | |
| Total LIABILITIES | | \$29,884.49 |
| RESERVES | | |
| 3100 - Reserve Maintenance Fund | \$170,366.16 | |
| Total RESERVES | | \$170,366.16 |
| EQUITY | | |
| 3000 - Retained Earnings | \$36,577.28 | |
| 3099 - Net Income (Loss) | (\$717.03) | |
| Total EQUITY | | \$35,860.25 |
| | Total Liabilities / Equity | \$236,110.90 |



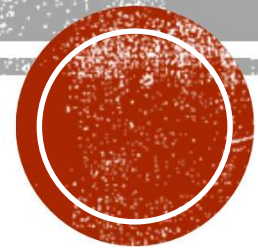
Statement of Revenues & Expenses

June 30, 2022 YTD

| | Type | YTD Actual | YTD Budget | Variance |
|-------------------|--|-------------|--------------|--------------|
| Operating Income | Assessments, Access Cards, Fines, Interest | \$78,252.43 | \$74,375.0-0 | \$3,877.43 |
| Operating Expense | Administrative | \$17,160.88 | \$18,177.06 | \$1,1016.18 |
| | Common Area | \$3,900 | \$750 | (\$3,150.00) |
| | Landscaping | \$13,328.25 | \$13,205.52 | (\$122.73) |
| | Amenities & Recreations | \$13,627.25 | \$10,192.56 | (\$3,434.69) |
| | Utilities | \$8,394.61 | \$9,550.02 | \$1,155.41 |
| | Reserve | \$78,969.46 | \$74,375.16 | (\$4,594.30) |



Common Area Project Updates



Major 2022 Common Area Projects

Completed, Approved or Awaiting Quotes

| | Date of Board Approval | Date of Work Completion / Invoice | Total Project Cost |
|--|------------------------|-----------------------------------|--------------------|
| Perimeter Fence Repairs – Phase 1 | Feb 2022 | April 2022 | ~\$3900 |
| Perimeter Fence Repairs – Phase 2 | June 2022 | July 2022 | \$3650 |
| Perimeter Fence Repairs – Phase 3 | TBD | TBD | Awaiting Quotes |
| Tennis Court – Tree Removal / Pruning | Feb 2022 | May 2022 | ~\$825 |
| Tennis Court Resurfacing | Feb 2022 | June 2022 | ~\$8910 |
| Clubhouse Sprinkler System Repairs | April 2022 | May 2022 | ~\$4370 |
| Clubhouse Drywall, Painting & Pump Room Mold Removal | May 2022 | July 2022 | ~\$4000 |
| Storm Drain Repairs | | July 2022 | ~\$2000 |
| Tree Trimming, Thinning and/or Removal | TBD | TBD | Reviewing Quotes |



Water & Sewer Responsibility Project



Water & Sewer Responsibility Project

Brief Background

- Winter Capriola Zenner, LLC was asked to review Article V, Section 1 of the Declaration provides that the Association's maintenance responsibility specifically includes "utility lines and transmission devices (to the extent not dedicated to and/or maintained by the utility provider or a public agency)."
- Members of the Board as well as an Attorney from Winter Capriola Zenner called the City of Smyrna who confirmed that the City of Smyrna does not maintain any water pipes located within the boundaries of private property, including gated communities with private streets.
- In May, the City of Smyrna began but have not concluded installation of a Master Water Meter on Old Concord to record water loss in the Ennisbrook Community. This project is expected to continue with the City committing to provide as much advance notice as possible if water interruption is expected.
- To further understand the maintenance and repair responsibility for water pipes located underneath the private streets within Ennisbrook the board has taken several actions:
 - 1) Requested FIFO records from The City of Smyrna and Cobb County
 - 2) Contacted City Officials via Phone, Email and Certified Mail requesting a meeting
 - 3) Secured a no cost consultation from an Municipal Law Attorney in Cobb County
 - 4) Shared our concerns during the Citizen Input section of the June 10th City Council Meeting
 - 5) Conducted a meeting with the City of Smyrna and Board Members on July 13th



Water & Sewer Responsibility Project

July 13th City of Smyrna Meeting

Meeting Objectives:

- Understand the City's responsibility to maintain and replace water and sewer mains that run under private streets en-route to an end user's meter.
- Understand how user fees paid to the City's Enterprise Fund are allocated to maintain capital infrastructure.
- Understand the City's original engineering approval and legal agreements with the developers of Ennisbrook.
- Understand how City services to residents of Ennisbrook have changed since the inception of the development.
- Discuss a path forward for more transparent dialogue between the City and Ennisbrook in order to understand current and future planned work that has an impact on our community.
- Review recent projects that were done related to Storm Water Drainage that Susan shared she supported Ennisbrook over the last several years.

Key Takeaways:

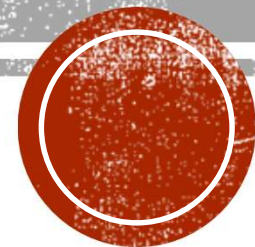
- Made some initial connections with key City of Smyrna personnel.
- While a water and sewer easement are referenced on the plats, the City is concerned that there are no standard right away dedications for them to maintain these lines.
- The City referenced Article V, Section 1 of our covenants which states, the Association shall maintain "*Utility lines and transmission devices (to the extent not dedicated to and/or maintained by the utility provider or public agency*" and further explained that as a public entity they can not utilize tax dollars to make repairs on private property.

Next Steps:

- Contact Engineering firms specializing in subsurface utility assessments & storm water/ retention pond assessments
- Secure a quote for a one-time consultation meeting with a Lawyer that focuses on municipal law
- Meet with the City of Smyrna Engineer to review concerns with debris and erosion at Nickajack Creek



HOA Insurance Review



Covenant Enforcement – Parking Violations



Covenant Enforcement Questions

- Is there any way to submit an anonymous noise complaint within Ennisbrook (or get this added to the list of issues sent out in the newsletter, etc)?
- What is the status of violations that have been issued for street parking complaints and yard/home maintenance complaints?
- When appropriate, are violation notices being sent to both renters and landlords? How many days are violators being given to correct violations? Are \$25 per day fines being assessed? Why aren't vehicles towed after fines and warnings fail to abate the violations? Are Ennisbrook Community fining procedures being followed?
- Explain in detail Beacon Management's resident complaint investigation process. Why are certain street parking complaints still unresolved after 90 days?
- What is the status of a recent proposal to contract the management and enforcement of street parking to a private company? Our covenants, under the "self help" section, allow for vehicle towing.
- What is Beacon Management's policy regarding a property manager's duty to respond to resident's request for information, (emails and phone calls)?
- Section 3(k) of Beacon Management's contract states, "included in this agreement is twice monthly site inspections to enforce the covenants, ..." Are these inspections being conducted? Are the findings being shared with Board Members? Are violation notices or warnings being issued?



Covenant Enforcement – Parking Violations

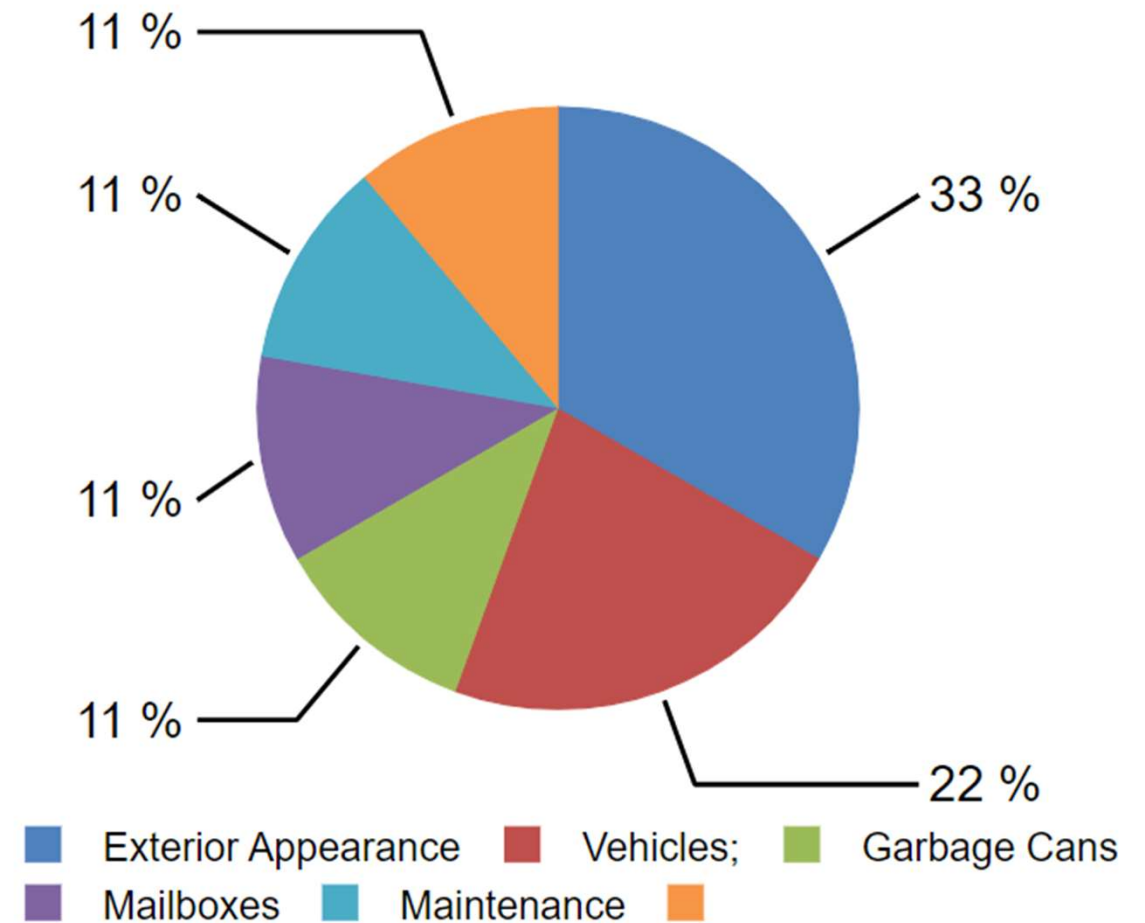
Violation Process / Timeline:

1. First Notice
2. Second Notice
3. Warning of Daily Fine Notice – 15 days
4. Daily Fine Assessed

| Violation Type | Active | Status | Closed in June | Totals |
|---|--------|--|----------------|--------|
| Exterior Appearance | 5 | 4 – First Notice 1 – Second Notice | 1 | 6 |
| Maintenance | 4 | 1 – Second Notice 3 – Fine Warning | 1 | 6 |
| Vehicles | 6 | 3 – First Notice 2 – Second Notice 1 - Fine Assessed | 1 | 7 |
| Animals / Pets | 1 | 1- First Notice | | 1 |
| Other: Garbage Cans, Nuisance, Unsightly Conditions | 7 | 4 – First Notice 1 – Second Notice 1 – Fine Warning 1 – Fine Assessed | 1 | 7 |
| | 23 | | 4 | 27 |

*** Many notifications began in April and have continued through July.*

TOP DISTRIBUTION BY TYPE



Covenant Enforcement – Parking Violations

Parking Violations & Guest Parking Management

Example of EPS Parking Enforcement

- ✘ The immobilization of unauthorized, unlawfully, or improperly parked vehicles will be performed by EPS. All employees of EPS are currently in possession of required permits to immobilize vehicles on private property.
- ✘ Monitoring of the premises by visual surveillance. To protect the mutual interest of Arbor Gate Condominium Association and EPS, employees may conduct visual and video surveillance thereby providing proof of illegal parking and eliminating the possibility of fraudulent claims.
- ✘ If there is ever an incident where a vehicle is improperly immobilized, the immobilization device shall be removed at no cost to the vehicle owner.

EPS will require the owners or operators of immobilized vehicles to provide payment in full before the immobilization device will be removed. EPS is not liable in any way if the owner/operator attempts to operate an immobilized vehicle, or attempts to remove the immobilization device in any way.

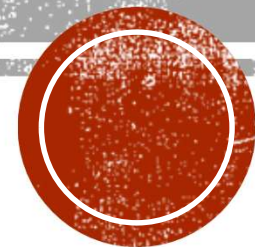
EPS agrees to indemnify, defend and hold harmless Customer from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable and actual attorney's fees and costs) sustained or incurred by or asserted against Customer by reason of, or arising out of, the negligent performance of EPS (or any of agents, servants or employees) under this contract, including, without limitation, property damage and injury or death to any person.

This agreement gives EPS exclusive rights to provide the services listed above at 155 Biscayne Drive NW, Atlanta, GA 30309, twenty-four hours a day, seven days a week. It is understood that the property owner or property management company will notify EPS when and if they no longer manage the property. Either party to this Agreement for Service may terminate this contract at any time by written notification.

Example of Guest Parking Hang Tags



Social Events





Ennisbrook Kids Tennis Clinic

Friday, August 5th 6-7:30pm

Hosted by your Ennisbrook neighbor, Alex Deleon-
Certified Professional Tennis Instructor

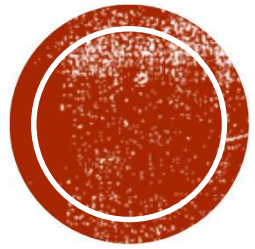
Kids will learn techniques such as forehand, backhand,
volley, running shot, service, and the rules of tennis.

Kids all ages can join, please bring a water bottle and racket.

Please RSVP by August 3rd to Alex Deleon at : alexanderbdeleon@gmail.com or
Jennifer Lalk at jenniferlalk1228@gmail.com.

If you would like to volunteer to help, please let Alex or Jennifer know, we
would LOVE to have you!





Pre-Submitted Questions



Pre-Submitted Questions

- What is the status of an old lease cap initiative? The number of rental properties in our community is steadily increasing. What can Ennisbrook Community do to control or limit the number of rental properties? Most rental properties contribute to a decrease in the quality of living standards and property values.
- How do new Homeowners and Renters receive important information when moving into their neighborhood including, the Ennisbrook Covenants & By Laws, how to request gate fobs/codes, and property management company information?
- Has the board ever considered giving residents the option of paying their dues assessment on a monthly basis?
- Can you please provide a reminder to Residents about pool rules including requirements for young children, adult supervision, disruptive behaviors, umbrella care, etc?



Thank You!

