



West Neck Community Association

January 12, 2022

To: West Neck Board of Directors

From: Brett Campbell, CMCA, AMS, PCAM

Re: January Board of Directors Meeting

The Board of Directors of the West Neck Community Association will hold a meeting at 6:00 P.M. on Wednesday, January 19, 2022 at the West Neck Village Hall. If you are unable to attend the meeting, please e-mail me at bcampbell@communitygroup.com.

-
1. Call to Order 6:00 P.M.
 2. Pledge of Allegiance
 3. Homeowners Forum
 4. Voting Member Report(s)
 5. Approval of Minutes
 6. Financial Report
 7. Committee Report(s)
 8. General Manager Report (VH&P)
 9. Old Business
 - A. Update Recreation Survey
 - B. 2022 Landscape Service Agreement
 - C. Update W.C. Capital
 10. New Business
 - A. Presentation of Zoning Laws
 - B. Update Community Golf Course Position-Letter to Mayor
 - C. Board Government Liaison Assignment
 - D. Board Tasking Landscape Committee to Develop and Propose Community foot Access Alternatives to Connect to the New West Neck Road Multi-Purpose Path Along with New Entrance Landscape Plan
 11. Executive Session
 - ARC Appeal Hearing
 12. Adjournment 8:30 P.M.

MINUTES

DRAFT

**West Neck Community Association
Minutes of the Regular Meeting of the Board of Directors
November 17, 2021**

Board Meeting:

Meeting was called to order at 6:00 pm at the West Neck Village Hall

Attendees:

Hugh Stephens, President
Chandler Calvert, Vice President & Secretary
Bobby Ross, Treasurer
Tom Luckman, Director
Chuck McKinney, Director
Nancy Hinton, Director
Bill Rosenow, Director

Brett Campbell, Community Association Manager
Jeff Hunn, Association Attorney and his partner Mark Baumgartner

The meeting was an open meeting and approximately 50 homeowners were present..

The President in his opening statement requested the Board members introduce themselves, state what village they resided in and announced to all of the attendees that the meeting is being recorded.

Homeowners Forum: (1 of 2 Not WC Capital related)

The floor was opened for homeowner's questions and comments.

3 homeowners addressed the Board.

Voting Member Reports:

There were no reports from the voting members

Approval of Minutes:

- Chuck McKinney made a motion to approve the minutes from the August 18, 2021, Regular Board Meeting.
Motion carried. Unanimous

Reports:

- Financial report was given by Bobby Ross.
- Landscaping Update was given by Chuck McKinney.
- Management Report was given by Brett Campbell.
- General Managers Report VH&P was given by George Davis

New Business:

Hugh Stephens made a motion for efficiency sake to discuss agenda items A thru J and Item # 13. Motion carried, Unanimous.

- **A.** Temporary Construction agreement:

Hugh Stephens made a motion to approve the authorization of easement for the City of Virginia Beach. Motion carried, Unanimous.

- **B. Recreation Committee Charter/Resolution:**

Tom Luckman made a motion to amend the motion of the August 18, 2021 Board meeting establishing a ad hoc committee to make the committee a Standing committee. Motion did not receive a second. Motion failed.

Hugh Stephens made a motion to approve the establishment of the Recreation Committee as a ad hoc committee charter dated September 14, 2021. Chuck McKinney seconded. Motion carried with one opposed, Tom Luckman.

- **C. Recreation Survey:**

Bill Rosenow made a motion to approve the Survey. Bobby Ross seconded. Motion carried with one opposed, Tom Luckman.

- **D. Approval of 2022 Budget:**

Chandler Calvert made a motion to approve the 2022 budget. Motion carried, Unanimous

- **E. Approval of Updated Reserve Study:**

Hugh Stephens made a motion to approve the reserve study proposal from Miller Dodson at a cost of \$4,392. Motion carried, Unanimous

- **F. Approval of 2022 Pool Service:**

Hugh Stephens made a motion to approve the pool services

Contract from Aquarius Pool Service at a cost of \$28,000. Chandler Calvert seconded. Motion carried with one opposed, Tom Luckman.

- **G. Approval of New Janitorial Contract:**

Hugh Stephens made a motion to approve the janitorial Contract from Jan-Pro for the Village Hall and pool at a cost of \$910 a month. Motion carried, Unanimous.

- **H. Wedding Wire Contract:**

Chuck McKinney made a motion to approve the contract From WeddingPro at a cost of \$3,176. Motion carried, Unanimous.

- **I. Resignation of Tom Luckman & Appointment of Dave Konze Arthur Park Voting Member:**

Chuck McKinney made a motion to accept Dave Konze as Voting member for Arthur Park. Motion carried, Unanimous

- **J. Approval of Organizational Meeting Minutes:**

Hugh Stephens made a motion to approve the minutes Of the October 20, 2021 meeting. Motion carried, Unanimous

Golf Course Legal update from Association Attorney

Attorneys Jeff Hunn and Mark Baumgartner provided a Brief overview of what actions have taken place and what the possible course of action is in the future.

Homeowners Forum: (2 of 2 WC Capital related)

Jeff Hunn opened the floor for homeowner's questions and comments.

8:15

EXECUTIVE SESSION:

Hugh Stephens moved the Board into Executive session to consult with Association attorneys.

9:30

Executive session was adjourned. Nothing was discussed other than matters within the stated purpose. Regular Business meeting resumed.

- **WC Capital Request for Meeting:**

Hugh Stephens made a motion to accept the requested meeting with WC Capital, 3 Board members and Association attorney. Motion carried, Unanimous.

Chandler Calvert moved to adjourn the meeting. Motion carried Unanimous.

9:32 PM

Meeting Adjourned

Respectively submitted,
Chandler Calvert, Secretary

FINANCIAL REPORT

Brett Campbell

From: bobross@cox.net
Sent: Monday, January 10, 2022 8:05 PM
To: Brett Campbell
Subject: Financial Report 11/30/21

[EXTERNAL EMAIL] This email originated from outside of Associa.

Ladies and Gentlemen

You have the Financial Reports for the period ending 11/30/21. As you will note we are still beating the budget by about \$49,000. Some items worth noting....in November we paid for the work done on the lot in front of the village hall which was \$10,487, which had been previously approved by the board but not budgeted. Covid is still causing our cost to move up and down, but overall we are holding our own. Our staff is doing a good job of managing the fluctuations. If any board member has any questions, I will be glad to sit down with you and go over in detail. There is a lot of unknowns facing us in the future, Golf Course, Irrigation, road widening, Recreation options, inflation, but we are well positioned to address them as they unfold.

Bobby Ross, Treasurer

UNFINISHED BUSINESS

Brett Campbell

From: Brett Campbell
Sent: Tuesday, December 14, 2021 9:41 AM
To: Hugh Stephens
Cc: Beverly Mallard
Subject: West Neck
Attachments: Re: West Neck 2022 Landscape Contract; Re: West Neck 2022 Landscape Contract

Hugh:

FYI-Both Chuck and Connie are in agreement to present the attached US Lawns 2022 landscape proposal to the board at the 1/19/22 board meeting (see attached e-mails). Also, spoke to Jason with US Lawns and Stephen (President, US Lawns) has no problem of approving at meeting. Will add to 1/19/22 agenda.

Regards,

Brett Campbell CMCA, AMS, PCAM
Community Manager

Please note our office hours are Monday-Thursday 9:00 AM-5:00 PM and Friday 9:00 AM-12:00 PM

Associa® – Delivering unsurpassed management and lifestyle services to communities worldwide.
4534 Bonney Road, Suite D
Virginia Beach, VA 23462
Office: 757-499-2200
Direct: 757-747-0908
Visit us online: www.AssociaOnline.com



ASSOCIA IS CERTIFIED AS A
GREAT PLACE TO WORK!

Three ways to connect:

[Subscribe to the blog](#) • [Like us on Facebook](#) • [Tell us about your experience!](#)

Notice: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Please virus check all attachments to prevent widespread contamination and corruption of files and operating systems. The unauthorized access, use, disclosure, or distribution of this email may constitute a violation of the Federal Electronic Communications Privacy Act.

Landscape Management Services Agreement

West Neck Community Association

2022



Prepared by

**U.S. Lawns of Hampton Roads
(757) 224-6675**



December 3, 2021

Mr. Brett Campbell and Board Members
WEST NECK COMMUNITY ASSOCIATION
Signature Drive
Virginia Beach, Virginia

Dear: Mr. Brett Campbell and Board Members

We appreciate the opportunity to present an annual program of landscape maintenance for WEST NECK COMMUNITY ASSOCIATION.

We have evaluated and measured your property to prepare the enclosed "Select Services" proposal. The services recommended in this proposal will provide your property with the quality care it needs and allow you to select additional services to further enhance your property's curb appeal and protect your landscape investment.

U.S. Lawns is a professional service. We strive to give quality care to our clients by providing:

- **THOROUGH** and **METICULOUS** property maintenance
- A **TRAINED AND UNIFORMED** service staff
- **FULL INSURANCE** coverage on our employees while on your property
- **REGULAR SITE INSPECTIONS** with property representatives
- **PROMPT RESPONSE** to your needs and concerns
- An agreement **TAILORED** to your specifications, outlining our service and pricing
- Compliance with all **STATE AND FEDERAL** laws
- Compliance with all **OSHA** standards

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

Stephen Ferguson
Owner

Proposal / Agreement for Landscape Maintenance at WEST NECK COMMUNITY ASSOCIATION

We appreciate the opportunity to present an annual program of landscape maintenance for WEST NECK COMMUNITY ASSOCIATION that includes recommendations from U.S. Lawns designed to protect your landscape investment and enhance your property's curb appeal.

This Select Services Proposal includes several options you may choose from that will provide the most appropriate level of service for your property. These options are shown on the Pricing Summary page and a calendar illustrating the approximate dates and estimated number of visits is shown on the Schedule of Services page.

The Core Services section of our proposal, as shown on the Pricing Page, includes the services as described below. Frequencies will vary based on the options chosen on the Pricing Summary page and the Schedule of Services page.

1. The mowing of all accessible turf areas on an agreed upon schedule during the growing season. During extended rainy or dry periods mowing will take place as conditions dictate. Grass areas inaccessible to our mowing machinery will be trimmed as needed to a height consistent with the mowed turf. All walks and paved areas littered in the maintenance progress will be air blown to maintain a neat appearance.
2. Litter removal in the turf and bed areas shall be performed during each maintenance visit. Excess litter or debris will be brought to the attention of the property manager and may result in an additional charge for removal.
3. The edging of all walk and curb areas shall be performed in concurrence with every other mowing visit or as inspection requires. The edging of all plant beds shall be performed in concurrence with every other mowing visit or as inspection requires.
4. The weeding of all plant beds as often as plant health and the highest level of order requires using chemical or mechanical means. We use a 4-inch dead zone around the rear of all buildings, fences, headstones, patios and vertical obstructions to avoid string trimmer damage.
5. The shearing of qualifying shrubs and hedges to maintain desired shape and appearance up to 12'ft. Above 12' in not included in this contract client my request pricing for pruning above 12' foot. Rejuvenation or corrective pruning, storm damage or pruning in a matter that is not keeping with the nature growth pattern of the plants is not included and performed at an additional cost, upon approval.
6. The application of pre-emergent herbicides for weed control purposes in the bed areas.
7. Spring clean-up will be performed at the beginning of the growing season to ensure the property is in a neat and clean condition.
8. Leaf removal will be performed to maintain a neat appearance on the property. Fallen leaves will be removed from the maintained areas using all means possible including blowing, raking, vacuuming, and mowing or mulching. Weather conditions may shorten or lengthen the process.

Additional Core Services may be provided, at the request of the client, for the price shown on the Pricing Summary Page. U.S. Lawns reserves the right to adjust this pricing based on the condition of the property at the time of the request for the Additional Core Services.

The Select Services section of our proposal, as shown on the Pricing Summary page, includes services which are recommended by U.S. Lawns to enhance and protect the value of your landscape. If selected, they will be performed in accordance with industry standards or as described and agreed upon in a separate document.

Pricing Summary		
CORE SERVICES		
West Neck	Signature Drive	Standard Package
SERVICE	Approximate Frequencies	
Mow, Trim, Blow	35	
Litter Removal-Doggie stations (44)	35	
Hard Edging	17	
Weed Control Plant Beds	17	
Prune/Shear Shrubbery	4	
Pre-Emergent Beds	1	
Spring Clean Up	1	
Leaf Removal	3	
TOTAL ANNUAL CORE SERVICE PRICE		\$73,009.17
EQUAL INSTALLMENTS	12	\$6,084.10

Select Services Available. Select additional services you wish to purchase.

SERVICE	QTY.	Price per Service	Standard Package		
			Select	QTY.	Annual Price
Prune Trees		\$0.00		0	\$ -
Fertilize Trees		\$0.00		0	\$ -
Fertilize Shrubbery		\$690.83		1	\$ 690.83
Fertilizer+pre & post emergent + macro		\$2,437.61		1	\$ 2,437.61
Fertilizer + post emergent		\$2,437.61		2	\$ 4,875.22
Fertilizer + micro nutrients		\$2,437.61		1	\$ 2,437.61
Fertilizer + post emergent		\$2,437.61		1	\$ 2,437.61
IPI		\$121.28		0	\$ -
Horticultural Oil		\$251.39		0	\$ -
Core Aeration		\$1,935.23		1	\$ 1,935.23
Over-Seed	1711.43	\$8,321.79		1	\$ 8,321.79
Trench Edge Beds		\$2,290.63		1	\$ 2,290.63
Install Mulch	221.50	\$15,534.61		1	\$ 15,534.61
Winter Service Visits/Leaf Mulching		\$642.71		5	\$ 3,213.57
Seasonal Color Install	1300	\$7,352.16		2	\$ 14,704.31
Irrigation Inspections		\$176.33		4	\$ 705.33
Irrigation Spring Start-up		\$264.50		1	\$ 264.50
Irrigation Winterization		\$264.50		1	\$ 264.50
Fall Clean Up		\$0.00		0	\$ -
Soil Test		\$35.00		0	\$ -
Other		\$0.00		0	\$ -
SELECTED SERVICES TOTAL					\$ 60,113.35

TOTAL ANNUAL PRICE BASED ON SELECTIONS \$ 133,122.62

EQUAL INSTALLMENTS 12 \$ 11,093.54

Approved and Accepted

by _____ Date _____

STANDARD SERVICE

CORE SERVICE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Mow, Trim, Blow			2	4	5	4	5	4	4	4	3		35
Litter Removal			2	4	5	4	5	4	4	4	3		35
Hard Edging			1	2	2	2	2	2	2	2	2		17
Weed Plant Beds			1	2	2	2	2	2	2	2	2		17
Bed Edging			1	2	2	2	2	2	2	2	2		17
Prune/Shear Shrubbery			1		1			1		1			4
Pre-Emergent - Beds		1											1
Spring Clean-up		1											1
Leaf Removal	1										1	1	3
SELECT SERVICES													
Prune Trees													0
Fertilize Trees													0
Fertilize Shrubbery				1									1
Fertilizer+pre & post emergent + macro			1										1
Fertilizer + post emergent			1		1								2
Fertilizer + micro nutrients						1							1
Fertilizer + post emergent									1				1
IPM													0
Horticultural Oil													0
Core Aeration									1				1
Over-Seed									1				1
Trench Edge Beds		1											1
Install Mulch		1											1
Cultivate Mulch Beds													0
Winter Service Visits	2	2										1	5
Seasonal Color Install				1						1			2
Irrigation Inspections				1		1	1		1				4
Irrigation Spring Start Up				1									1
Irrigation Winterization										1			1
Fall Clean Up													0
Soil Samples													0
Playground Mulch													0

Payment Terms & Conditions

U.S. Lawns agrees to maintain WEST NECK COMMUNITY ASSOCIATION in the manner prescribed as defined in contract services, for a total annual amount of \$ _____ payable in monthly installments of \$ _____ due on the 25th day of the month the month of service. Optional services will be billed as both parties agree. Note any change to the landscape design of the property may change the terms & cost of this contract, any said changes, parties involved will negotiate terms & cost.

This annual agreement shall commence on _____ and run for two years and renews annually, with cost analysis to be reviewed every 9 months. The parties agree that either party may terminate this agreement with cause upon 90 days' written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. U.S. Lawns also reserve the right to correct any and all work within 30 days prior to cancellation. U.S. Lawns of Hampton Roads must be notified at least 90 days prior to the end of the contract of any intention not to renew the contract

Failure to meet payment schedule as specified will result in the client being charged a 1.5% late fee for the first 20 days past due, furthermore an additional 1.5% fee will accrue for every 30 days thereafter. Should it become necessary for US Lawns to pursue collections of outstanding amounts due, client will be responsible for all cost incurred in the collection process including but not limited to court costs and attorney fees. Client consents to the jurisdiction of the courts of Newport News, VA and waives any objection to venue. Any dishonored check will result in a \$35 charge to the client. Failure to meet payment terms can result in suspension of services, if services are resumed after payment has been received there maybe need for a property cleanup and will be billed additional to the service contract.

Each party hereby waives any and all rights to a trial by jury of any and all issues arising in any claim, action, proceeding or counterclaim between the parties (or their successors, assigns, personal or legal representatives or heirs) under or in connection with this agreement and/or claim.

General Terms & Conditions

U.S. Lawns shall furnish all supervision, labor, materials and equipment required to maintain the landscape throughout the contract period. The scope of our services shall be limited exclusively to those items approved on the Landscape Management Services Agreement.

U.S. Lawns assumes no liability for damage or consequential damages caused by conditions beyond our control. U.S. Lawns is not liable for any damage that is NOT caused by the negligence of US Lawns, its agents or employees.

U.S. Lawns is not responsible for the condition of landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God or regulations imposed by governing authorities.

Control for certain large infestations such as scale, gypsy bug and Japanese beetles may require additional applications and will be performed at an additional cost, upon approval. Fungicide applications are NOT included and will be performed at an additional cost, upon approval.

Due to harsh nature of our climate, it is hard to manage several grassy weeds (nutsedge, dallisgrass, crabgrass etc.) and severe insect infestations (bagworms, fire ants, etc.) that can cause problems and due to their extreme expense, the price included in this contract does NOT account for these costs. Management of potential problems can be priced upon request.

U.S. Lawns reserve the right to adjust prices for the cost of services depending on the market (ex. Mulch, disposal fees, labor, etc.) U.S. Lawns reserve the right to charge a fuel surcharge in the event fuel cost exceeds \$4.00 per gallon.

U.S. Lawns reserves the right to adjust the monthly cost of services based labor and materials cost, to be reviewed with the management and client.

U.S. Lawns takes pride in the appearance of the properties we maintain. We welcome the opportunity to be of service and thank you for your consideration of our proposal.

Respectfully submitted by:
U.S. Lawns
ASSOCIATION

Approved and accepted for:
WEST NECK COMMUNITY

Stephen Ferguson

By: _____
[Name / Title]

Date: _____

Date: _____

Exhibit to the Proposal / Agreement for Landscape Maintenance

The Select Services section of our proposal, as shown on the Pricing Summary page, includes services that may enhance and protect the value of your landscape. The options chosen on the Pricing Summary page will determine whether the service is included in the program and the frequency of the service. Below is a general description of these services.

1. Prune Trees – The selective pruning, one time per contract period, of all woody ornamentals and trees less than twelve feet in height to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth. Trees along walkways 7' and drive lanes 12' This DOES NOT include "crapemurder"
2. Fertilize Trees – The application of an appropriate fertilizer to promote the health and vigor of selected trees on the property.
3. Fertilize Shrubbery – The application of an appropriate fertilizer to promote the health and vigor of selected shrubs on the property.
4. Turf Pre-Emergent – The application of pre-emergent weed control products to the turf areas.
5. Fertilize Turf – Turf areas will be fertilized with the proper blend of commercial fertilizer.
6. Turf Post-Emergent – The application of post-emergent weed control products to the turf areas.
7. Plant Inspections – Ornamental trees and shrubs shall be managed for disease and pest control using IPM. We shall monitor the trees and shrubs on a monthly basis during the growing season. Whenever possible natural control methods will be used prior to chemical applications. Any applications of insecticide or horticulture oils will be done at an additional cost based on the target.
8. Core Aeration - Turf areas will be aerated to promote seed germination and turf vigor. Slopes greater than 20 degrees will not be done due to operator SAFETY. All sprinkler heads must be flagged prior to aeration and or marked and is responsibility of the property owner or manager. Flagged in not included in this contract.
9. Over - Seed – Selected turf areas will be over-seeded to replenish turf density.
10. Trench Edge Beds – Beds will be trench edged using the proper mechanical and hand tools to establish a definitive edge.

11. Install Mulch – All previously mulched planting beds will be mulched to an agreed upon quantity according to the price sheet. Care will be taken to avoid excessive mulch buildup. Mulch removal is NOT included in the proposal. Mulch yardage is an estimate we do our best to estimate correctly any additional mulch will be billed at \$78.00 per yard installed _____ initials
12. Winter Service Visits –Visits to police the grounds will be performed as selected during the off-season. Removing pine cones and gum balls are NOT included in the price of this maintenance contract.
13. Seasonal Color Install – Annual color beds will be cultivated prior to the installation of selected annual plants. Beds will be fertilized.
14. Irrigation Inspections – Irrigation systems will be checked for proper operation. Minor adjustments will be made as necessary. Any other repairs will be made on an agreed upon basis at an additional charge.
15. Irrigation Spring Start-up –Appropriate procedures will be performed to prepare the irrigation system for the upcoming season. The systems will have the water turned on and all zones checked
16. Irrigation Winterization – Appropriate procedures will be performed to prepare the irrigation system for the winter months.
17. Fall Clean Up – Appropriate tasks will be performed to prepare the landscape for the winter months.

The above specifications, descriptions, and conditions are hereby understood and accepted. Payment will be made in accordance with the payment terms contained in the Proposal / Agreement between the parties. Prices for the Select Services are listed on the Pricing Summary page.

***U.S. Lawns proposes the above specifications for your property. However, we cannot be held responsible for site clean-ups that may be necessary when the contract period begins. In the event the previous provider leaves the site in a less than maintainable condition or there has been a lapse in services the property may require a one-time clean-up to bring the site to a maintainable level, those service will be proposed and billed as a one-time cost prior to the maintenance services beginning. ***

WEST NECK COMMUNITY ASSOCIATION
60-Day Landscape Maintenance Plan
December 3, 2021

60-DAY GOALS

1. Conduct a thorough soil analysis, process the results and formulate the exact fertilizer requirements.
2. Initiate a program of "detail" weeding of all bed areas.
3. Apply required pesticides to all applicable turfgrass areas and plant materials.
4. Initiate the establishment of consistent and uniform protective maintenance borders around trees, plants, buildings and other obstacles in the landscaped areas.
5. Conduct a complete inventory of the plant material in order to determine the needs for replacements of severely regressed or missing material and submit cost projections for replacements.
6. Conduct a complete walk-thru site inspection/review with the designated representative.
7. A complete and comprehensive annual color program will be designed and implemented, considering client's desire, site conditions and seasonal availability. All annuals will be contract grown to assure uniformity and to maximize size and quality.

As per contract

Additional Terms and Conditions

General Terms

U.S. Lawns shall perform in accordance with the written terms and specifications contained or referred to in the Landscape Maintenance Proposal / Agreement, Exhibits, or other written documents or drawings attached to the Agreement. U.S. Lawns reserves the right to renegotiate the contract when the price or scope of work is affected by changes to any local, state, or federal law, regulation, or ordinance that goes into effect after the Agreement is signed.

Pest Control / Fertilization

If included in the scope of the Proposal / Agreement U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

Regenerative Pruning

Regenerative shrub pruning (major thinning, removal of mature canes, and reductions in overall size) is available at additional cost and is NOT included within the scope of work.

Irrigation

Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:

- Water bans issued by governing bodies
- Failure of irrigation systems beyond U.S. Lawns' control
- Failure of Client to maintain irrigation system in effective working condition
- Refusal to irrigate for needs of plants
- Power failures beyond U.S. Lawns control
- Unavailability of sufficient and suitable water for irrigation of any reason

Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available U.S. Lawns cannot guarantee the effectiveness of such treatments.

Landscape Area

Landscape area is defined as plant beds, turf areas and hard surfaces within five (5) feet of the plant beds and turf areas. Parking lots are not included in this proposal.

Bio-Hazards / Hazardous Materials

Unless specifically included in the scope of work U.S. Lawns shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards or considered hazardous materials on the Client's property. This includes, but is not limited to, items such as hypodermic needles, items containing bodily fluids, clothing or materials used in the process of cleaning up bodily fluids, or items that may be considered hazardous.

License and Permits

U.S. Lawns will comply with all license and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

Taxes

U.S. Lawns agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

Insurance

U.S. Lawns agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law.

Liability

It is understood and agreed that U.S. Lawns is not liable for any damage of any kind whatsoever that is not caused by the negligence of U.S. Lawns, its agents or employees.

Subcontractors

U.S. Lawns reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

Access to Jobsite

Client shall furnish access to all parts of jobsite where U.S. Lawns is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

Notice of Defect

Client shall give U.S. Lawns at least fifteen (15) business day's written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. U.S. Lawns shall not accept any deduction or offset unless such written notice is given and U.S. Lawns agrees to the offset.

Assignment

The Client and U.S. Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. Neither the Client nor U.S. Lawns shall assign or transfer any interest in this Agreement without written consent of the other party.

Termination



This Agreement may be terminated by either party, with or without cause, with ninety (90) days written notice to the other party.

We are a certified small business and Woman Owned Small business

Company Name: Shamrock Lawn and landscape DBA U.S. Lawns of Hampton Roads

Certification Number: 688350

Small Certification Start Date: Aug 28, 2018

Women Owned Certification Start Date: Aug 28, 2018

SWaM Certification Expiration Date: Aug 28, 2023

Start-up

U.S. Lawns proposes the above specifications for your property. However, we cannot be held responsible for site clean-ups that may be necessary when the contract period begins. In the event the previous provider leaves the site in a less than maintainable condition or there has been a lapse in services the property may require a one-time clean-up to bring the site to a maintainable level, those service will be proposed and billed as a one-time cost prior to the maintenance services beginning.

Areas that are maintained will be the areas that were maintained at time we reviewed the property, ditch lines, wood lines etc, will be maintained at their current level. _____

Initials



Optional
Exhibit B to the Landscape Maintenance Proposal / Agreement

Contract Irrigation Specifications

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed to check system efficiency, coverage, operational limitations and/or operational status.
 - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation.
 - Any needed adjustments to coverage, corrections for fouled nozzles and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If we are called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to you.
 - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If we are called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e. underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns.
 - There will be a service charge for service calls when no problem is found to exist.

Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.

- Property management will be responsible for the cost of materials and labor for such modifications.

Acceptance of Exhibit

Condition of acceptance. The amount of \$250.00 has been entered as the said "Dollar Amount" not to be exceeded for monthly repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. Lawns
ASSOCIATION

Approved and accepted for:
WEST NECK COMMUNITY

Stephen Ferguson

By: _____
[Name / Title]

Date: _____

Date: _____

Optional

Exhibit C to the Landscape Maintenance Proposal / Agreement

Plant Replacement Specifications

Plant Replacement

1. During regular maintenance the teams and area manager may come across dead and or declining plant material. That we would like the opportunity to replace the plant material to maintain the aesthetics of the property.
2. Area manager will take a photo of the plant material and send it via electronic media to the property point of contact.
3. Invoicing for the plant materials and labor will be sent upon replacement.
4. Plant materials will be replaced with a like or similar materials based on availability, size and colors.
5. Plant material may be replace with a plant that is better suited for the location and gowning environment (full sun, shade, soil conditions, water requirements, etc.)

Acceptance of Exhibit

Condition of acceptance. The amount of \$500.00 has been entered as the said "Dollar Amount" not to be exceeded for monthly plant replacement without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. Lawns
ASSOCIATION

Approved and accepted for:
WEST NECK COMMUNITY

Stephen Ferguson

By: _____
[Name / Title]

Date: _____

Date: _____



Client Information Form

Please email to teana.ferguson@uslawns.net, or fax to (757) 599-8257,
Or return to our team member.

1. Insurance Certificate

Exact wording for named insured and additional insured on certificate:

Preferred delivery method is email. Email to: _____

If email is unavailable, may we fax? Fax number: _____

If neither option is available, where should we mail your certificate?



2. Property Information

Complete Property Address:

3. Primary Contact i.e. Management Company (if applicable):

Name: _____ Title: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

Comments: _____

4. On-site Property Contact (i.e. Board Member, Manager, etc.)

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

5. Where should we leave your Landscape Management Report? (Choose one)

Office

On-site contact Name: _____ Phone: _____

Board Member Address

Address: _____

6. To save time and the planet, we prefer to email invoices.

Email: _____

If we are unable to email, may we fax them? Fax: _____

If neither delivery option is available, where should we mail them?



References for US Lawns Hampton Roads

Valerie Serrette
(757) 650-4933

Harrison & Lear
Melissa Cooke
(757) 825-9100

Michele Colson
VSA
(757) 437-0729

Chuck
West Neck
757-291-1214

Tim Grueter
New Town
(757) 565-6200

U.S. LAWN[®]

U.S. Lawns Landscape Management Report

Client: AMF Williamsburg
Scheduled: 7/1/2015 11:15 AM

Landscape Maintenance Services for the Week:

Mowing

- All Turf
- Selected Areas
- Blow Off

Edging

- Pavement
- Plant Beds
- Trash/Debris Removal

Trim

- All
- Selected Areas

MOW - All Turf Mowed entire property

EDGING - Pavement Flat trim entire property

Horticultural Services for the Week:

- Hand Prune Tip pruned selected areas of bushes
- Clean Deadwood
- Shearing

Weed Control:

- Sprayed 3oz on hard surfaces, and beds.

Annual Beds:

- Fertilized
- Dead Head
- Insecticide

Irrigation Advisory:

No irrigation

Turf Notes:

Turf looks great.

Next Weeks Plans or Comments:

Mow, blow, trim, and spray for next week. Continue tip pruning around property.

Your Landscape Technician: Christopher W Johnson

Form **W-9** (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
 Shamrock Lawn & Landscaping, LLC

2 Business name (disregarded entity name, if different from above)
 U.S. Lawns of Hampton Roads

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner or the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
 632 50th Street

6 City, state, and ZIP code
 Newport News, VA 23605

7 List account numbers here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

-	-	-	-	-	-	-	-

or

Employer identification number

0	1	-	0	7	5	1	7	8	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Teana Ferguson

Digitally signed by Teana Ferguson, DN: cn=Teana Ferguson, o=U.S. Lawns of Hampton Roads, ou=U.S. Lawns of Hampton Roads, email=teana@uslawn.com, c=US

Date ▶ 12/19/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).



PRODUCER Nansemond Insurance Agency Inc 453 W. Washington Street Suffolk VA 23434		CONTACT NAME PHONE (A.S. No. Ed): 757-539-3421 FAX (A.S. No.): 757-925-0219 E-MAIL ADDRESS	
INSURED Shamrock Lawn & Landscaping LLC DBA US Lawns of Hampton Roads 632 50th Street Newport News VA 23605		INSURER(S) AFFORDING COVERAGE INSURER A: Builders Premier Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 658117784 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ACORD 101	SUBP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	PPA0001000	4/1/2021	4/1/2022	EACH OCCURRENCE	\$ 1,000,000
							CONTINUE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - OCCUR OR AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> LEASED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PCA0002958	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY - Per person	\$
							BODILY INJURY - Per accident	\$
							PROPERTY DAMAGE - Per accident	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAE <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COE <input type="checkbox"/> RETENTION \$	Y	Y	MUB0017600	4/1/2021	4/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY "OFFICER, PARTNER, EXECUTIVE OFFICER, DIRECTOR OR EXCLUDED" (MANDATORY IN 16) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	PWG101818505	4/1/2021	4/1/2022	X PER STATE <input type="checkbox"/> OT-SEC	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment/Foster Property	Y	Y	PPA0001000 PPA0001000	4/1/2021 4/1/2021	4/1/2022 4/1/2022	Per Per	Schedule Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 1430 Kristina Way, Chesapeake, VA 23320 1430 Kristina Way LLC and Cushman & Wakefield U.S., Inc. are included as additional insured to general liability (C570240306) to include a waiver of subrogation (C570250215) as per written contract and/or policy conditions.

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



City of Newport News, Virginia

SHAMROCK LAWN & LANDSCAPING LLC
 US LAWN OF HAMPTON ROADS
 Date business began in Newport News: 05/01/2011
 Type of Ownership: Partnership

Business License

Account No. 212392-2021
 Issued: 05/21/2021
 Business Address: 632 50TH STREET

2021
Expires Dec. 31st

Type	Description
REPAIR, PERSONAL BUSINESS AND OTHER SERVICES	LAWN CARE

I, Commissioner of the Revenue for the City of Newport News, do find the foregoing application in due form. Therefore, pursuant to the license tax ordinance of the City of Newport News, licenses are this day severally granted the above named applicant to prosecute the business, employment or profession covered by the foregoing application hereon, at the definite place in the city. This license, however shall not be valid or have any legal effect unless and until the taxes (and penalties) prescribed by ordinance are paid to the Treasurer of the City, and does not permit license to prosecute any business, profession or occupation in violation of any City Ordinance, State, or Federal Law.

Given under my hand this 21st day of May 2021.

Tiffany M. Boyle, Commissioner of the Revenue

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OFFICE OF PESTICIDE SERVICES P O BOX 1163, RICHMOND VA 23218-1163

INVALID IF INSURANCE AND/OR CERTIFICATE OF DESIGNATED APPLICATOR
 LAPSE BEFORE EXPIRATION DATE

PESTICIDE BUSINESS LICENSE

Issued
05/18/2021

Expires
03/31/2021



License No

21007

Fee Paid

\$150.00

Issued in accordance with application duly executed by the business shown below which has agreed to comply with all applicable laws, rules and regulations and has paid the required fee

Doing Business At

SHAMROCK LAWN & LANDSCAPING LLC
 T/A U S LAWN OF HAMPTON ROADS
 632 50TH ST
 NEWPORT NEWS, VA 23605

Business Location

SHAMROCK LAWN & LANDSCAPING LLC
 T/A U S LAWN OF HAMPTON ROADS
 632 50TH ST
 NEWPORT NEWS, VA 23605

Jewel H. Bronaugh, Ph.D.
 Commissioner

Giza Fiksson Tuckabach
 Authorized Representative

Virginia Department of Agriculture and Consumer Services P. O. Box 1163, Richmond, VA 23218

PERMIT FERTILIZER/LIME CONTRACTOR - APPLICATOR

ISSUED
13-MAR-2020
 EXPIRES
31-MAR-2021

PERMIT
67-344370

Issued in accordance with application duly executed by the party shown below who has agreed to comply with all applicable laws, rules and regulations and has paid the required fee of \$50.

SHAMROCK LAWN & LANDSCAPING LLC
 T/A: U S LAWN OF HAMPTON ROADS
 632 50TH STREET
 NEWPORT NEWS, VA 23605

Jewel H. Bronaugh, Ph.D.
 Commissioner

BY: Lany M. Nichols
 AUTHORIZED REPRESENTATIVE

January 11, 2022

Jeffrey A. Hunn, Esq.
jahunn@pendercoward.com
Direct dial: (757) 490-6298
Direct fax: (757) 502-7371
222 Central Park Ave., Suite 400
Virginia Beach, VA 23462

Mr. Brett Campbell, Association Manager
West Neck Community Association, Inc.
c/o **COMMUNITY GROUP, INC.**
4534 Bonney Road
Virginia Beach, Virginia 23462

RE: *West Neck Community Association, Inc. v. WC Capital, LLC*

Dear Mr. Campbell:

I am writing you to provide an update on the matters involving WC Capital, LLC ("WCC") and the golf course.

As you know, we met with the attorney for WCC and Mr. Chris Coleman on December 21, 2021 to discuss the maintenance of the golf course, their apparent plans of development, and the current violations of the Association's Declarations of Covenants, Conditions, and Restrictions ("Declaration"). While no agreements were reached, both parties were able to express their sides of the issues in a professional manner. We maintained the position that anything other than a golf course or vacant, maintained land is unacceptable, but, with an open mind, we listened to their proposal of development.

While WCC continues to say they would consider a valid offer from a golf course management company it is clear to me that WCC is intending to develop this property with or without the consent of the Association. Further, they are not willing to remove the fence that has been erected in Arthur Park. WCC does not believe they are subject to the Declaration and its architectural controls. The City, however, has issued a Notice of Violation to WCC because the fence was erected without a permit. WCC has appealed that determination to the Virginia Beach Board of Zoning Appeals. A hearing is scheduled for Wednesday, February 2, 2022 at 2:00p.m. in the City Council Chambers.

The meeting ended with both parties agreeing to disagree. We did discuss and offer to sit down with both the principle of WCC and the City of Virginia Beach if they thought that would be helpful in trying to reach a resolution. Since the meeting we have heard nothing.

With respect to the lawsuit with the City of Virginia Beach, there has been no movement between the parties. The case is still set for trial on April 20, 2022. They have been exchanging documents, and the City has named four expert witnesses. As with the development discussed above, WCC appears, in my opinion, to be fighting with the City and not interested in a resolution.


In the meantime, we continue to work through the documents cited by the City of Virginia Beach to support their lawsuit, the land records, and the Association's Governing Documents to solidify the Association's position should a lawsuit be necessary. At this point, the Board should consider whether to move forward with litigation against WCC to either enforce the Declaration (i.e. removal of the fence) and/or to seek a declaration that WCC is subject to the restrictions in the Declaration. This process and the cost/benefits of the process can be discussed in executive session with counsel.

Please know that I suspect the filing of any lawsuit will sour any good will or positive relationship with WCC, for whatever that is worth at this point. All litigation is expensive and if WCC's defense of the Virginia Beach lawsuit is any example, they will fight it tooth and nail.

If any of the above is not clear, or if you have any questions concerning this matter, please give me a call at (757) 490-6298. With kind regards, I remain,

Very truly yours,

PENDER & COWARD, P.C.



Jeffrey A. Hunn

JAH/shm

cc: Board of Directors