



*West Neck  
Community Association*

**November 9, 2022**

**To:** West Neck Board of Directors

**From:** Brett Campbell, CMCA, AMS, PCAM

**Re:** November 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, November 16, 2022 at the West Neck Village Hall. If you are unable to attend the meeting, please e-mail me at [bcampbell@communitygroup.com](mailto:bcampbell@communitygroup.com).

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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. Management Report
  - A. Review Annual Plan (2022)
9. General Manager Report (VH&P)
10. Old Business
  - A. Discussion on Request for Proposals for Website Vendor
  - B. Discussion of Drainage of Old DeFord Property
11. New Business
  - A. Discussion on 2023 Grounds Maintenance Proposals
  - B. Discussion on Estimate Received for Sidewalk Drainage Issues
  - C. Discussion on Estimate(s) Received to Convert Village Hall Door to Self Opening Door
  - D. Discussion on Estimate(s) Received for Village Hall Brick Repairs
  - E. Discussion on ARC Appeal-3097 Egyptian Lane
  - F. Discussion on Proposed 2023 Budget
12. Executive Session
  - A. Discuss and Consider Contracts
13. Adjournment 8:30 P.M.

# MINUTES

**West Neck Community Association  
Minutes of the Regular Meeting of the Board of Directors  
August 17, 2022**

**Board Meeting:**

Meeting was called to order at 6:00 pm at the West Neck Village Hall  
Meeting opened with a pledge of allegiance to the flag.

**Attendees:**

Chandler Calvert, President

Bobby Ross, Treasurer

Tom Luckman, Director

Chuck McKinney, Director

Nancy Hinton, Director

Bill Rosenow, Secretary

Sue, Mays, Director

Brett Campbell, Community Association Manager was absent.

The meeting was an open meeting and approximately 60  
homeowners were present.

The President in his opening statement announced the meeting was  
being recorded and read the following statement.

“On August 16, 2022 at a Special Meeting of the Voting Members, the Voting  
Members voted on and approved two Amendments to the Association’s  
Declaration. The first Amendment clarified terms and restrictions regarding the  
former golf course property. The second Amendment redefined and removed  
the Declarant from the Declaration. We believe the first amendment corrects a  
possible ambiguity in the current Declaration pertaining to Property subject to  
the Declaration, but that doesn't fit into the two defined terms of "Unit" and  
"Private Amenity". The second amendment removes reference to the

Declarant as that term is no longer applicable and it's use in the Declaration can cause confusion. We believe that these amendments will further support the Board's interpretation of the documents and ability to participate in decisions affecting the West Neck community as intended by the Declaration."

**Homeowners Forum:**

The floor was opened for homeowner's questions and comments. 5 homeowners addressed the Board.

**Voting Member Reports:**

Blue Lake Voting Member Thelma Shelton gave a report.

**Approval of Minutes:**

- Sue Mays made a motion to accept the minutes from the July 13, 2022 Board meeting. Motion carried. Unanimous.

**Reports:**

- Financial report was given by Bobby Ross.
- Landscaping report was given by Chuck McKinney.
- Educators Club report was given by Frances Rayburn
- Learning Committee Report was given by Tim Ryan
- General Managers Report VH&P was given by George Davis (RFP for Web Site Vendors)  
RFP was tabled at his request pending more information.

## **New Business:**

- **A.** Discussion on Renderings provided by Woolpert Inc. for Three parcels of Land:

No Board action was taken. More information will be forthcoming at the next Board Meeting.

- **B.** Discussion on Monument Proposals:

Bill Rosenow made a motion to accept the proposal from James River at a cost of \$23,340.15.

Motion carried. Unanimous.

- **C.** Discussion on Fountain Proposals:

Tom Luckman made a motion to accept the proposal from Solitude Lake Management for three fountains with lights at a cost of \$35,432.

Motion carried. Unanimous

- **D.** Discussion on Request for Proposals for 2023 Landscape Maintenance:

Tom Luckman made a motion to accept the RFP.

Motion carried. Unanimous

- Bill Rosenow moved to adjourn the meeting.  
Motion carried. Unanimous.

**7:32PM**

**Meeting Adjourned**

Respectively submitted,  
Bill Rosenow, Secretary

## WNCA Organizational Meeting October 26, 2022

Chandler Calvert, called the meeting to order 6:20 P.M. at the West Neck Village Hall & Pool

**Overview** – This meeting was for the purpose of electing officers for the association. No other business or voting of any resolutions pertaining to the association was conducted at this meeting. A regular meeting of the Board will be scheduled, as per the By-Laws, during the last quarter of the year.

**Quorum** – The following Directors were present in addition to Brett Campbell from Community Group: Chandler Calvert, Tom Luckman, Charles McKinney, Bobby Ross, Bruce Biddle, Sharon Williams and Nancy Hinton.

**Election of Officers** – Our By-Laws call for the offices listed below. Elected Directors must fill the office of President and Secretary. Historically, the Vice President has also been an elected Director, but that is not a requirement. The office of Treasurer is not required to be a Director.

Consensus of the group was to vote openly; Results of election are:

- President: Chandler Calvert
- Vice President: Tom Luckman
- Secretary: Nancy Hinton
- Treasurer: Bobby Ross

6:22 P.M. Chandler Calvert adjourned the meeting.

# **FINANCIAL REPORT**

## Brett Campbell

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**From:** bobross@cox.net  
**Sent:** Tuesday, November 8, 2022 10:15 PM  
**To:** 'Alvin Calvert'; Brett Campbell  
**Subject:** 2022 Audit

**Caution:** [EXTERNAL EMAIL] This email originated from outside the company.

We have a proposal from Desroches and Company for the above referenced audit for the calendar year 2022. The proposed fees are the same as prior years (\$7,950---\$8,350) . Last year was \$7,980, plus fees and tax return of \$590. I have been totally satisfied with them and the fees are reasonable. Does this need to be put on the agenda and voted on prior to accepting their proposal. This should be finalized before the end of the year and I don't think there is another Meeting in 2022

I will forward the proposal under separate email.

Bobby





September 19, 2022

West Neck Community Association, Inc.  
C/O Community Group  
4534 Bonney Road  
Virginia Beach, VA 23462

Dear Board of Directors and Management:

We are pleased to submit this proposal to serve as West Neck Community Association, Inc.'s independent accountants. The selection of an accounting firm is an important business decision and although the various firms may seem similar on the surface, we believe that DesRoches & Company is uniquely qualified to serve your Association. The purpose of this proposal is to demonstrate our qualifications and to explain the level of service available to the Association along with our proposed fee.

- ***DesRoches & Company, CPAs***

DesRoches & Company specializes in providing accounting, tax and auditing services for condominium associations, homeowner associations and commercial condominiums. Since the firm's inception in 1988, we have performed thousands of audits of community associations throughout southeastern Virginia. Our specialization, vast industry experience and commitment to professional excellence help ensure that your association will receive high quality services at a reasonable cost. Our firm is actively involved in the Southeastern Virginia Chapter of the Community Associations Institute and has been an ambassador sponsor for the Chapter since 1994.

Mark DesRoches, CPA, David DesRoches, CPA, Becky Gehl, CPA, and/or Katie Mocnik, CPA, CFE will lead our engagement team in the performance of your Association's annual accounting work. Combined, they have over eighty years of accounting and auditing experience specializing in community associations.

Both Mark and David have served as President on the Board of Directors of the Southeastern Virginia Chapter of the Community Associations Institute (SEVA-CAI) and have also received SEVA-CAI's "Hall of Fame Award". Mark and David have each served over ten years as a Board of Directors member of two local condominium associations in various capacities including president, vice-president and treasurer. Other engagement team members also have a vast amount of experience serving community association clients and have completed many tax and accounting courses specializing in community associations.

Mark and David's community association resumes have been included with this proposal for accounting services.

- ***Commitment to Service***

Our dedication to individualized superior client service is, of course, an intangible quality that is difficult to demonstrate in a proposal; however, it is the cornerstone to the success of our firm. Superior client service is built upon a comprehensive understanding of each of our clients and perhaps most importantly, an attitude and willingness to expend the extra effort that separates superior performance from that which is merely adequate.

Either Mark DesRoches, David DesRoches, Becky Gehl, or Katie Mocnik will serve as the engagement partner and will be responsible for supervising the engagement and signing the reports. We believe strongly that you will receive high quality accounting services due to our specialized experience and personal commitment.

- ***Proposed Accounting Services***

We will prepare the Association's balance sheet as of December 31, 2022 and the related statements of revenues and expenses, changes in fund balances, and cash flows for the year then ended, and the related notes to the financial statements and perform an audit engagement with respect to those financial statements. If necessary, preparation of the financial statements shall include converting the Association's financial statements to the accrual method of accounting required by accounting principles generally accepted in the United States of America. If the Board of Directors has approved a reserve study, then the financial statements we submit to you will include supplementary information about future major repairs and replacements required by the Financial Accounting Standards Board. Although we will apply certain limited procedures with respect to the required supplementary information, we will not audit the information and will not express an opinion on it.

Association bylaws often specifically require that an association obtain an audit of the financial records by an independent Certified Public Accountant. An audit will help ensure that the Board of Directors has preserved its fiduciary responsibility to the Association.

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists.

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement a reasonable user made based on the financial statements.

Our audit will be conducted in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we will exercise professional judgement and maintain professional skepticism throughout the audit.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the Association's accounting records. Audit procedures also include, but are not limited to, the following:

- Examination and testing of ending asset and liability account balances
- Confirmation of bank, investment and certificate of deposit accounts and testing to determine that accounts have been properly reconciled
- Verification of assessment receivable balances and determination of collectability
- Tests of accounts payable through examination of subsequent payments
- Review of the Board of Directors minutes, Association governing documents and significant contracts
- Analytical review and testing of revenues and expenses
- Detail testing of replacements reserve transactions

We may also request written representations from your attorneys as part of the engagement. Our procedures will not determine whether the funds designated for future major repairs and replacements are adequate to meet such future costs; such a determination is outside the scope of the engagement.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement whether from errors, fraudulent financial reporting, misappropriation of assets or violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless they are clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Association, its environment, and its internal control relevant to the audit, that is sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit we will communicate to you internal control related matters that are required to be communicated under professional standards. We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We will issue a written report upon completion of our audit of the Association's financial statements. Our report will be addressed to the Board of Directors. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph, or separate section to our auditor's report or, if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. We will schedule the start of our audit with the Association's property manager or other designated party subsequent to the completion of the year under audit. Our audit is expected to be completed within sixty days of the date that the audit "field work" is started, if not sooner.

### **Proposed Fees**

Our fees are based on the estimated time to carry out the engagement. The audit fee will range from \$7,950 to \$8,350. We will be available to meet with the Board of Directors upon request. The cost of such a meeting has not been included in our quoted price. If your bank utilizes Confirmation.com for its account balance confirmation services, we may incur fees in connection with the confirmation of your bank account balances. Such fees, if any, will be billed back to you.

- ***Proposed Income Tax Services***

We will prepare the Association's 2022 federal and state income tax returns utilizing Internal Revenue Code Section 528 (Form 1120-H). The tax preparation cost for federal Form 1120-H and Virginia Corporate Income Tax Form 500 will be \$350. If it is advantageous for the Association to file as a regular corporation (Form 1120), there will be an additional \$485 tax preparation fee (over the 1120-H fee) for these more complex forms.

We will prepare the tax returns in accordance with *Statements on Standards for Tax Services* issued by the American Institute of Certified Public Accountants and comply with the American Institute of Certified Public Accountant's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence and due care. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

- ***Your Responsibilities***

You agree to assume all management responsibilities for the income tax return preparation, financial statement preparation, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Our engagement will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities, for the selection and application of accounting principles, and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, additional information that we may request for the purpose of the engagement, and unrestricted access to persons within the Association from whom we may determine it necessary to obtain evidence or make inquiries.

For audit and review engagements, we will require from you certain written representations made during the engagement about the financial statements and related matters. Your responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and

pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the Association involving management, employees who have significant roles in internal control and others when the fraud could have a material effect on the financial statements. Your responsibilities also include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Association complies with applicable laws and regulations. You are also responsible for the preparation of the required supplementary information about future major repairs and replacements.

You are responsible for including our report in any document containing financial statements that indicates that we have reported on such financial statements and, prior to the inclusion of the report, obtain our permission to do so.

If you designate a Board of Directors member to be responsible and accountable for overseeing the services we provide, then you must notify us in writing of such individual's name, phone number and email address. Alternatively, the Association's property manager and/or managing agent will be considered the designated party.

- ***Engagement Administration***

We will make every effort to keep our accounting fee as low as possible. However, unexpected, nonrecurring, or nonroutine situations may arise that could require additional work not contemplated in our quote above. Such situations include changes in managing agents, large special assessments with significant contracts, and new bank loans. If difficulties arise beyond what is reasonably expected or are outside the scope of the situations identified above, we will communicate the details of such matters with the property manager and/or the Board of Directors. Additional fees, if necessary, will be charged at our standard hourly rates. Our success is dependent upon retaining clients who are satisfied with both the quality of our services and the amount of our fee charges. We are confident that we can exceed your service expectations in an economically efficient manner.

We believe that continuity of service is a key element to developing and maintaining quality client relationships. We also believe that client service is a year-round responsibility and that our role as your independent accountant and advisor cannot be fulfilled unless we are available throughout the year. Accordingly, we would like to establish a continuing relationship with your Association and give you the option to lock in the price of our services for future years at our current rates. Thus, the price of future years' services would be based upon the prices quoted in this letter, plus an annual adjustment for inflation not to exceed five percent.

If a dispute arises out of or relates to this contract or engagement letter, or the obligations of the parties therein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If the Board of Directors accepts the proposal outlined above, please indicate your acceptance by signing below in the space provided. In order to accept our offer to provide continuous service in future years, please sign in the designated space below.

We appreciate the opportunity to serve your Association. We believe we have the required experience and commitment to provide distinguished client service at a reasonable price. If the Board of Directors has any questions regarding our proposal or any other matters, please contact our office. We look forward to working with your Association.

Sincerely,

*DesRoches & Company*

DesRoches & Company, CPAs, P.C.

*West Neck Community Association, Inc.*  
*Proposal Acceptance*

The Association accepts the proposal for an audit of the financial statements and preparation of the Association's income tax returns for the **year ended December 31, 2022.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board of Directors – Officer

**Multi-Year Option**

If the Association accepts the proposal for continuous services in future years as described above, sign below for the year(s) accepted.

For the **year ended December 31, 2023.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board of Directors – Officer

For the **year ended December 31, 2024.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board of Directors – Officer



**MARK W. DESROCHES, CPA**  
**DesRoches & Company, CPAs, PC**  
**2901 S. Lynnhaven Road, Suite 400**  
**Virginia Beach, VA 23452**

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**PROFESSIONAL  
EXPERIENCE**

**DesRoches & Company, Virginia Beach, VA - 9/88 to Present**

Managing Partner

- Recognized as “Super CPA” in Virginia Business Magazine.
- Served hundreds of condominiums and homeowner association clients across the Hampton Roads area with their year-end audits, financial statement preparation and income tax preparation.
- Served as President for the 1994 Board of Directors of the Southeastern Virginia Chapter of the Community Associations Institute.
- Elected to serve on the Board of Directors of the Southeastern Virginia Chapter of the Community Associations Institute from 1993 through 1997.
- Received the 2008 “Distinguished Service” award from the Southeastern Virginia Chapter of the Community Associations Institute for outstanding service.
- Inducted into the Southeastern Virginia Chapter of the Community Associations Institute’s “Hall of Fame,” September 1999.
- 1995 and 1996 member of National Committee of Accountants for the Community Associations Institute.
- Served on the Dolphin Inn Unit Owners’ Association and Rental Pool Board of Directors from September 2005 to December 2007.
- Served as Board of Directors’ President and Treasurer of Sawgrass Condominium Association from May 1985 to December 1990.
- Served on the Board of Directors of Lyme Regis Condominium Association from May 1997 to December 2002.
- Received the 1989 “President’s Award” from the Tidewater Chapter of the Community Associations Institute for Outstanding Service to Tidewater area Associations.

- Successfully completed numerous courses specifically designed for condominium and homeowner associations including:

Accountants' conferences for Common Interest Realty Associations sponsored by CAI (Community Associations Institute) attended in Atlanta, Washington, and Dallas.

American Institute of Certified Public Accountants course "Providing Services to Condominium, Homeowners and Other Common Interest Realty Associations."

Advanced Workshop on Community Associations Taxation sponsored by CAI attended in Dallas.

- Author of numerous articles concerning community association issues for the Southeastern Virginia Chapter of the Community Associations Institute "Currents" and Tidewater Builders Association newsletter.
- Served as guest speaker and coordinator of numerous educational programs for the Southeastern Virginia Chapter of the Community Associations Institute.

**EDUCATION**

B.S., Accounting  
Virginia Tech, Blacksburg, Virginia

**PROFESSIONAL  
AND BUSINESS  
AFFILIATIONS**

Community Associations Institute  
American Institute of Certified Public Accountants  
Virginia Society of Certified Public Accountants

**DAVID J. DESROCHES, CPA**  
**DesRoches & Company, CPAs, PC**  
**2901 S. Lynnhaven Road, Suite 400**  
**Virginia Beach, VA 23452**

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**PROFESSIONAL  
EXPERIENCE**

**DesRoches & Company, Virginia Beach, VA - 11/93 to Present**

Partner

- Served hundreds of condominiums and homeowner association clients across the Hampton Roads area with their year-end audits, financial statement preparation, and income tax preparation.
- Served as President for the 2002 Board of Directors of the Southeastern Virginia Chapter of the Community Associations Institute.
- Elected to serve on the Board of Directors of Southeastern Virginia Chapter of the Community Associations Institute from 1998 through 2003.
- Received the 2008 “Distinguished Service” award from the Southeastern Virginia Chapter of the Community Associations Institute for outstanding service.
- Received 2005 “Speaker of the Year” award from the Southeastern Virginia Chapter of the Community Associations Institute.
- Inducted into Southeastern Virginia Chapter of the Community Associations Institute’s “Hall of Fame,” December 2003.
- Received the 2000 “President’s Award” from the Southeastern Virginia Chapter of the Community Associations Institute for outstanding service.
- Completed courses specifically designed for condominium and homeowner associations.
- Served as instructor and facilitator of numerous educational programs for the Southeastern Virginia Chapter of the Community Associations Institute.
- Author of articles concerning community association issues published in the Southeastern Virginia Chapter of the Community Associations Institute “Currents.”

- Served as Board of Directors President and Treasurer of Sawgrass Condominium Association from January 1994 to December 1998.
- Served on the Board of Directors of Arbor Brook Condominium Association from 1998 through 2003.

**Price Waterhouse, Norfolk, VA - 8/87 to 11/93**

Audit Manager 5/92 to 11/93

Senior Accountant 5/90 to 5/92

Staff Accountant 8/87 to 5/90

As audit manager, David was responsible for the overall technical execution and administration of financial statement audits and special accounting engagements. Industries served included real estate, banking, retail and manufacturing.

**EDUCATION**

B.S., Accounting (with an option in information systems)  
Virginia Tech, Blacksburg, Virginia

**PROFESSIONAL  
AND BUSINESS  
AFFILIATIONS**

Community Associations Institute  
American Institute of Certified Public Accountants  
Virginia Society of Certified Public Accountants

# **OLD BUSINESS**

Website Committee of the Marketing Committee  
The Villages of West Neck

October 25, 2022  
Chandler Calvert  
The Villages of West Neck

Dear Chandler:

Please find attached an RFP for the **redesign of the West Neck Villages website**, followed by the proposal from our first-choice vendor. This is the resubmit of our original proposal to the board at the August 2022 meeting.

We appreciate the input we received after the August Board meeting from Director Tom Luckman. We posed the questions he raised to our two vendors and have determined based on the answers we received, coupled with a renewed cost analysis, and a deeper look at sample websites, that we recommend as our first-choice vendor wdtp.com owned by Rich Tisdale of Williamsburg.

The saying, “a picture is worth a thousand words” is especially true here. If you would like to see examples of websites Rich Tisdale has created, please go to:

Cavalier Residences                      <https://cavalierresidences.com>

Fords Colony Williamsburg              <https://fordscolonyliving.com>

East Beach Norfolk VA                    <https://eastbeachnorfolk.com>

The committee has created over 90% of the copy that would be required for the new website and would be ready to start very quickly transferring. Over forty groups/clubs/classes/committees have written descriptions, provided current contact information, and look forward to the ease of sharing information that the new website would provide. We have testimonials from residents of the various villages, updated descriptions of our amenities, a culling of the documents that would need to be moved, and beautiful new photos with a focus on the natural elements found in our community.

There would be a Non-Resident opening with a focus on marketing, followed by a password-protected Resident section. Almost all information on the current website will appear in newly organized, fresh locations. There will be breakouts for Announcements, Contacts, Gatherings, Documents, and Photos. There is the hope that the new website will cause an uptick in usage and thereby an increase in cohesiveness in our community. At this time there is no Resident-to-Resident feature. I would be happy to meet with anyone who is interested in having a further look at what is included.

Sincerely,  
Janet Blohm  
Website Committee  
[idotoomuch@aol.com](mailto:idotoomuch@aol.com)  
516 987 8642

## **Request For Proposal**

Website Redesign & Development

## **Finalist Agency Selected**

Web Development Technology Partners, Inc. (wdtp.com)

Richard Tisdale

Williamsburg Office Park

1313 Jamestown Rd, Suite 102

Williamsburg, VA 23185

(757) 258-WDTP

[rich@wdtp.com](mailto:rich@wdtp.com)

<http://wdtp.com>

## **Project Scope & Functionality Requirements**

Redesigned Villages at West Neck Website featuring sections:

I Non-Resident

II Resident

see proposal for details

## **Proposal Requirements**

Overview of your company

Overview of how you will meet our objectives

Explanation of your proposed platform

Proposed website timeline

Recent design & development examples

Pricing with optional elements line-itemed






October 21, 2022

Janet Blohm  
The Villages at West Neck

Janet:

Based on our discussion earlier this week, Web Development Technology Partners, inc. will develop a fully responsive (multiple device friendly) web site for The Villages at West Neck that will consist of the following components:

 Eleven (11) sections

1. Home/Overview
2. About
3. Experience
4. Wonders of the Area
5. Residents Only (West Neck plus 8 Villages)
6. - Announcements (categorized Posts for West Neck plus 8 Villages)
7. - Contacts (categorized Posts for West Neck plus 8 Villages)
8. - Gatherings (categorized Posts for West Neck plus 8 Villages)
9. - Documents (categorized Posts for West Neck plus 8 Villages)
10. - Villages (8 Villages)
11. Contact Us

NOTE: Page copy to be supplied by The Villages at West Neck

**Costs are as follows:**

**Creative Brief**

(The creative brief is a summary of overall visual and conceptual goals for the design of the web site and serves to ensure the project is kept on target.)

**Site Architecture**

(This stage is a visual representation of the structure of your site in Adobe Acrobat (PDF) format.)

**WordPress Theme Selection and Customization**

(includes Theme purchase, logo placement, and changing color scheme – additional customization may increase cost)

WordPress Theme installation and setup for 11 sections Content management system via  
WordPress Admin Ultimate Member Plugin installation and setup  
Web Hosting (includes email and year-round support and consultation) Google Analytics Traffic Reporting  
& Analysis

Page 1

1313 Jamestown Road, Suite 102 • Williamsburg, VA 23185 • 757.258.WDTP

**\$200.00**

**\$200.00 \$800.00**

**\$3,850.00 \$0.00 \$300.00 \$360.00/year \$0.00/month**



We believe that the outline offered above should be considered a starting point. Additional pages not listed in the above outline may be mutually agreed upon between us for inclusion in the site. Similarly, in the design phase, we may determine that some pages can be combined to achieve improved navigation or clearer communication. However, for purposes of pricing this proposal, we are estimating that the site will consist of eleven sections in order to convey the outlined content.

**Cost Not To Exceed: \$5,710.00** (valid for 90 days from the above date)

*The above cost is a maximum amount based on a liberal estimate of hours needed to perform the outlined work. The actual cost of the project may be less than that listed above based on actual hours spent.*

We look forward to working with you on this project, and if we can answer any questions please call 757.258.WDTP (9387).

Sincerely,

Richard D. Tisdale

Page 2

1313 Jamestown Road, Suite 102 • Williamsburg, VA 23185 • 757.258.WDTP

**additional information received:**

**Web Development Technology Partners, inc.**

Rich Tisdale

*"Web design for the whole brain."*

Once contract is signed, and a 50% deposit is made, a five (5) step-by-step approvals process begins:

- 1) **Creative brief:** a questionnaire is submitted to us to understand us as an entity; big picture items; who/what?
- 2) **Architecture:** a family tree/flow chart will be submitted based upon the creative brief responses. This will be the structure of the website; an inventory list which will be delivered as a .pdf.
- 3) **Theme selection:** WordPress is the preferred website builder for the "look" we are after. It has a preset aesthetic design with an open-source content manager (anyone can use or modify the WordPress software for free).
- 4) **Preliminary (rough) draft and**
- 5) **Final draft:** Actual websites will be submitted for review and our approval.

Once begun, the above steps will take approximately 4 to 6 weeks, depending on our response time to WDTP submissions and our approval time.

**The executed contract covers the first year of design, development and hosting the website.**

**In person technical assistance charge is \$98/hour with a minimum charge for ½ hour.**

## **Rich Tisdale Answers to questions posed by T. Luckman Board Member after 8/17/22 Board Meeting**

1) Overview of your company - just a brief description of who you are

We are a local Williamsburg company in business for over 24 years. We are also a small and dedicated company focused on building lasting relationships with each client. Personally, I have a degree in Mechanical Engineering and worked as an engineer for 13 years. I quit engineering when I discovered a love for web development. I have over 26 years of experience building everything from small to large websites and complex web applications.

2) Proposed website timeline - i know this is dependent on receiving writings, photos,.. responses to your questions in a timely manner from us ... but assuming best case scenario - what is the proposed timeline from start to finish?

6-8 weeks depending on how quickly the different stages of development are approved.

3) Terms & Conditions - when we spoke on Zoom you had laid out a payment plan - ie: after 50%, certain items would be delivered .... and then certain items at the conclusion... if you could spell that plan out as it relates to payments it would be helpful.

50% up front. 50% due upon Final Approval.

4) Details about your team - to whom would we be directing ongoing email correspondence?....if you should retire what would happen to our website support and continuance?

That would be me. I have no plans to retire anytime soon. If I were to retire, the site would be easily transferred to another WordPress developer.

5) Examples of recent design & development - whatever ones you think best, but perhaps ones that might be in our vicinity or in our area of interest such as ....

- East Beach Norfolk
- Cavalier Residences
- Fords Colony Williamsburg



## Brett Campbell

---

**From:** Chuck McKinney <chasmckinney@gmail.com>  
**Sent:** Thursday, October 6, 2022 3:28 PM  
**To:** Brett Campbell; Chandler  
**Subject:** DeFord property

Caution: [EXTERNAL EMAIL] This email originated from outside the company.

Brett, I'd like to have the drainage on the Ford property listed on our agenda for the next board meeting please

Thanks

Chuck McKinney

Sent from my iPhone

# **NEW BUSINESS**

## Brett Campbell

---

**From:** Connie Milne <cicimilne@yahoo.com>  
**Sent:** Tuesday, November 8, 2022 2:57 PM  
**To:** Brett Campbell  
**Cc:** Chuck McKinney; Connie Milne; Chandler Calvert (R)  
**Subject:** 2023 Landscape Decision - Board Mtg

**Caution:** [EXTERNAL EMAIL] This email originated from outside the company.

Brett,

The Landscape Committee met today and unanimously voted to select US Lawns for our 2023 landscape maintenance service. Each member felt that US Lawns is currently doing a good job in the community, is actively working with our committee to improve communication and service management, and is a good value for the services provided.

We received proposals from 5 companies and interviewed each extensively. We feel confident in our decision to recommend US Lawns for the Board's approval at the November meeting.

Thank you,

Connie Milne  
703-728-8757



LANDSCAPE BIDS	U.S. LAWNS FREQUENCY	BASNIGHT FREQUENCY	BRIGHTVIEW FREQUENCY	JAMES RIVER FREQUENCY	ASHTON FREQUENCY
MOW TRIM BLOW	35	40	32	34	30*
DOGGIE STATION REMOVAL	50	52	52	44	52
TRASH AND DEBRIS REMOVAL	35	38	32	34	30
PORTER SERVICE		52		44	30
HARD EDGING	17	38	16	34	30
CURB /GUTTER WEED CONTROL	0	40	8	34	30
WEED CONTROL PLANT BEDS	17	38	12	34	30
PRUNE/SHEAR SHRUBBERY	4	4	1	3	4
DEAD SHRUB REMOVAL	0	0	0	0	0
PRE-E MERGENT BEDS	1	0	0	34	?
SPRING CLEAN UP	1	0	1	1	0
LEAF REMOVAL	3	38	3	2	33
PRUNE TREES	0	0	1	1	1
FERTILIZE TREES	1	1	0	0	0
FERTILIZE SHRUBBERY	1	1	1	0	0
FERTILIZE +PRE & POST EMERGENT	5	6	7	4	5
IPM	0	0	0	2	0
ROUND UP TREE RINGS	0	0	2	0	?
RENOVATION EDGING	0	0	0	1	?
HORTICULTURAL OIL APPLICATION	0	0	0	1	0
CORE AERATION	1	1	1	1	**1
OVER SEED	1	1	1	1	**1
TRENCH EDGE BEDS	1	1	1	0	30
INSTALL MULCH (BY HAND)	1	1	2	1	1
WINTER SERVICE VISITS LEAF MULCH	5	10	8	10	0
CREW LEADER ONSITE WITH CREWS	YES	YES	YES	YES	?
SUPV. REPORT OF UPCOMING WORK	?	?	12	34	?
WEEKLY REPORT DONE & TO DO	?	?	32	34	?
WEEKLY SUPV. EVALUATION REPORT	?	?	32	34	?
MANAGER & L.S.C. REP. MEET MONTHLY	?	?	12	12	12
SEASONAL COLOR INSTALL & QTY	1300 PLANTS	1400 PLANTS	1000 PLANTS	1300 PLANTS	1300 PLANTS
IRRIGATION INSPECTIONS	4	6	0	3	0
IRRIGATION SPRING START-UP	1	0	0	1	0
IRRIGATION WINTERIZATION	1	1	0	1	0
CORRECTING IMPERFECTIONS IN TURF	0	0	0	0	0
<b>TOTAL ANNUAL PRICE</b>	<b>\$143,946</b>	<b>\$148,133</b>	<b>\$114,018</b>	<b>\$150,072</b>	<b>\$175,920</b>
11/8/22					

\* LAKE AREAS WILL BE MOWED ONCE EVERY TWO OR THREE WEEKS.

\*\* AERATION AND SEEDING WILL ONLY BE DONE WHERE THERE IS IRRIGATION.



**Steadman Outdoor Services**

1817 Citadel Court  
Virginia Beach VA 23464

steadmanoutdoorservices@gmail.com  
www.steadmanoutdoorservices.com



**West Neck HOA**  
2580 Signature Drive  
Virginia Beach VA 23456

Customer #	180
Estimate #	0000343
Date	10/10/22

Description	Cost/Rate	Qty/Hr	Taxes %	Total
<b>Property address: 2580 Signature Drive Virginia Beach VA, 23456</b>				
<b>Drainage Installation</b> Provide drainage solutions from areas discussed of sidewalks. Prepare areas from sidewalks to street/curb by removing built up grass and dirt, install base layer of sand/stone and finally install gray rectangle style pavers to allow excess water to release into street. Clean up each work area upon completion. Five areas total : Three along Llegendary and two along Candence.	1,150.00	1	0.00	1,150.00
<b>Notes:</b> Supply all equipment and materials needed to complete project within a timely manner. ** Drainage systems will alleviate majority of excessive water in problem areas, some rain water may be present depending on severity of rain event	<b>Subtotal</b>			<b>1,150.00</b>
	<b>Taxes</b>			<b>0.00</b>
	<b>Total Estimated Cost</b>			<b>1,150.00</b>

General Information :

Steadman Outdoor Services, LLC is pleased to offer the following proposal for your careful review and consideration. We have completed this estimate of the site listed and followed the owner's request to be completed as listed in the specifications for the Scope of Work. Please address any questions that may occur during your review of this proposal and we will address with exacting answers.

Payment terms are as follows :

A retainer of (\$) is required to secure the service as outlined in this contract prior to starting work. The remaining balance will be due upon the completion of this contract as stated in this proposal. The authorized signing party agrees to the terms as listed above and understands that by signing this agreement, they will entering into a legally binding contract. They also understand that if they fail to abide by any of the terms as stated, the account could be turned over to collections.

Property Name : \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

Steadman Outdoor Services, LLC  
Jeff Steadman, Owner  
757-690-6786





Gary Evans Construction Inc  
941 Norfolk Square  
Norfolk, Virginia 23502

Tel. 757-390-2114  
info@gevanginc.com  
License # 2705148544  
Class A Contractor

## CUSTOMER ESTIMATE NO. 11436

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

**Quote No:** 11436  
**Site:** West Neck Clubhouse  
**Site Contact:** George Davis  
**Date:** 10/18/2022  
**Quote Name:** Convert Door to Self Opener; call  
in by George Davis  
**Order No.:** CGI861-16704  
**Phone:** 757-747-0908

### *Re: West Neck Clubhouse*

#### **Description**

Clubhouse Doors: to main hall out to patio area

Furnish and install 1 – GT8500, clear RH push unit.  
Furnish and install 2 – 433mhz remote push buttons.  
Furnish and install 1 – 433mhz remote receiver.  
Furnish and install 1 – motor retraction unit for a Precision panic device.  
Furnish and install 1 – door loop, to transfer power from frame to door.  
Furnish and install 1 – 24vac. transformer.  
Furnish and install 1 – BR3X relay, for sequencing panic, and operator.

\*Electrical and drywall will be charged at a time and material rate. Painting is not included in this cost. We will try to find electrical tie-in inside the attic. There will be some cutting of drywall to feed the power above the door.

NOTE: Lead time on materials is approximately 4-6 weeks once ordered.

PAYMENT TERMS: 1/2 DOWN AND 1/2 DUE AT COMPLETION

COST INCLUDES LABOR AND MATERIAL

**Total**                      \$6,850.00

#### **Terms**

Completion

If structural repairs are being performed, Gary Evans Construction cannot be held responsible for any interior damages. Gary Evans Construction will evaluate interior damages after contract repairs are completed and provide a formal proposal for interior repairs with pictures.

Disclaimer: Any alterations or deviation from the above specifications or any hidden, concealed and unforeseeable conditions involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract.

COST SUBJECT TO CHANGE DUE TO RISING MATERIAL COSTS



Gary Evans Construction Inc  
941 Norfolk Square  
Norfolk, Virginia 23502

Tel. 757-390-2114  
info@gevanginc.com  
License # 2705148544  
Class A Contractor

## ACCEPTANCE OF ESTIMATE NO. 11436

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

**Quote No:** 11436  
**Site:** West Neck Clubhouse  
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in by George Davis  
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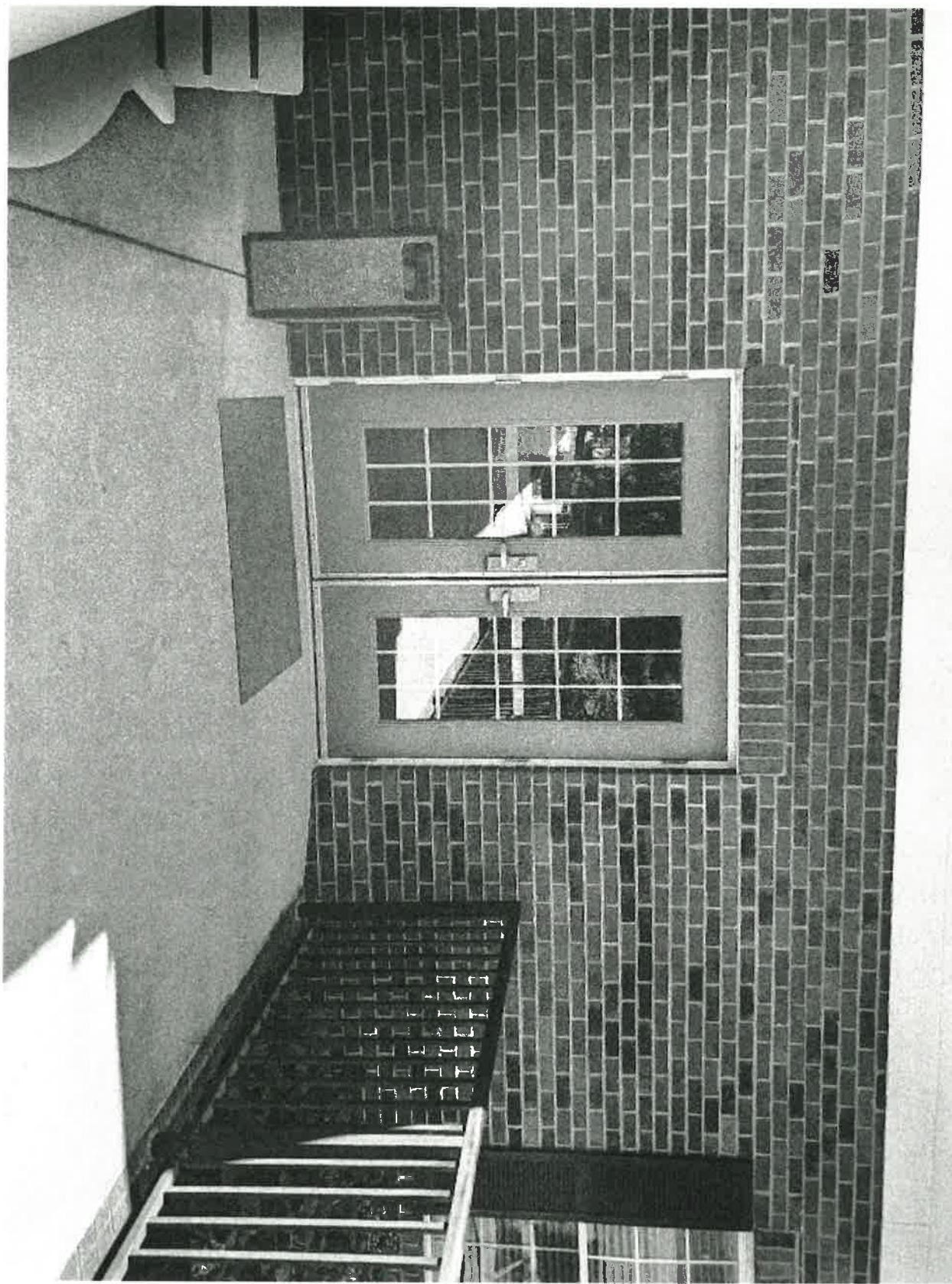
I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for West Neck

Name: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Total** \$6,850.00









**Gary Evans Construction Inc**  
941 Norfolk Square  
Norfolk, Virginia 23502

Tel. 757-390-2114  
info@gevanginc.com  
License # 2705148544  
Class A Contractor

## CUSTOMER ESTIMATE NO. 11670

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

**Quote No:** 11670  
**Site:** West Neck Clubhouse Brick  
Repairs  
**Site Contact:**  
**Date:** 10/27/2022  
**Quote Name:** Brick Repairs; verbal from George  
**Order No.:** CGI861-16704  
**Phone:** 757-747-0908

### *Re: West Neck Clubhouse Brick Repairs*

#### **Description**

West Neck Clubhouse: around rear railing, brick top caps and steps, and handi-cap ramp

Arrive to property.  
Repair bullnose cracks and where broken on top cap.  
Bricks and mortar to match original as close as possible.  
Clean up and haul away all job related debris.

NOTE: Caulking not included. We will evaluate after brick work is complete and follow with another quote.

COST INCLUDES LABOR AND MATERIAL

**Total**                      \$2,219.00

#### **Terms**

Completion

If structural repairs are being performed, Gary Evans Construction cannot be held responsible for any interior damages. Gary Evans Construction will evaluate interior damages after contract repairs are completed and provide a formal proposal for interior repairs with pictures.

Disclaimer: Any alterations or deviation from the above specifications or any hidden, concealed and unforeseeable conditions involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract.

COST SUBJECT TO CHANGE DUE TO RISING MATERIAL COSTS



Gary Evans Construction Inc  
941 Norfolk Square  
Norfolk, Virginia 23502

Tel. 757-390-2114  
info@gevanginc.com  
License # 2705148544  
Class A Contractor

## ACCEPTANCE OF ESTIMATE NO. 11670

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

**Quote No:** 11670  
**Site:** West Neck Clubhouse Brick  
Repairs  
**Site Contact:**  
**Date:** 10/27/2022  
**Quote Name:** Brick Repairs; verbal from George  
**Order No.:** CGI861-16704  
**Phone:** 757-747-0908

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for West Neck

Name: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Total** \$2,219.00



November 8, 2022

Community Group  
4534 Bonney Rd,  
Virginia Beach, VA 23462

Reference: West Neck Village Homeowners Association  
Virginia Beach, VA

Subject: Brick Patio Repairs

Hello:

Whitman Development Group will provide labor, materials, and equipment to perform the following work:

**Brick Patio Repairs**

**\$5,664.00**

Propose to furnish labor, materials, and equipment to perform the work as described in the following notes:

- Work Area: Rear Ramp and Patio at Community Hall
- Scope:
  - Setup equipment to perform work
  - Remove 21 bullnose coping brick where cracked through and damage
  - Chip out off mortar setting bed from remaining wall as needed
  - Install new bullnose coping brick where removed, miter at corners and cut around handrail posts as needed
  - Remove and clean off excess mortar from 23ft of bullnose coping on right side of large stairs to rear wall of building
  - Reinstall existing bullnose coping where removed
  - Washdown all repair areas using Eco Chem NMD 80 masonry cleaner
    - This cleaner may damage landscaping, we will put plastic overtop of bushes to help prevent damage
  - Recaulk joint between concrete and brick coping using Sikaflex caulking, color to match existing as closely as possible
    - Existing caulking to be left in place and tooled over
  - Notes:
    - All brick work to be set in Workrite Colored Masonry Cement Type N, color to match as closely as possible
    - New Brick and mortar will not be an exact match
    - All joints to be struck with similar mortar jointer
  - Clean-up and safety provided

**Prices above is good for 30 days**

**Payment Terms:** Whitman Development Group, LLC. will accept a mutually agreed contract with a signed proposal. Full balance due upon completion of work. If for any reason, the project is delayed beyond the control of the contractor due to unforeseen issues with the property, natural disasters, or owner circumstances, the owner agrees to pay contractor for the work completed until a new schedule is agreed upon by both parties.

**Exclusions:** Work is limited to scope above, concrete repairs, caulking and brick work beyond scope above, landscaping repairs and repairs due to washdown chemical, permits, and engineering and engineered shop drawings.

Notes:

1. Owner to Provide Electricity and Water.
2. In event of cancellation of this agreement by the Owner prior to commencement of construction, the Contractor is to receive compensation from the Owner for all expenses incurred to that date plus 10% of the contract sum. The Contractor may cancel this agreement because of material shortages or errors in computing the contract sum within ten (10) days of acceptance of this agreement by Owner provided that: (i) no work has commenced; and (ii) all amounts paid to the Contractor are refunded to the Owner.
3. The parties agree that upon signing this contract both shall be bound hereby and in event of a breach of this contract the breaching party shall be liable to the non-breaching party for all costs and expenses incurred that are caused by such breach including attorney's fees and in the event of a breach by Owner, Contractor shall be entitled to full compensation for work performed including loss of profits and reasonable attorney's fees.

**Warranty:** Whitman Development Group warrants all work will be performed in a good and workmanlike manner. All materials used in the project will be new and of good quality; and all work will be completed as defined in the scope of work outlined in the proposal acceptance. Any warranties for parts or materials are subject to specific manufacturer terms on such products.

**Change Order:** Any deviation from the above Scope of Work involving a change in the scope of work or any additional costs will be executed only with a written change order signed and dated by both the contractor and owner.

Please call, 757-927-8688, or email us, whitmandevelopmentgroup@gmail.com, if you have any questions about the proposal above. The above prices and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. The signature on this contract is evidence of owner's acceptance of all terms and conditions within. Thank you for the opportunity to price this work for you and we look forward to working with you on this project.

Sincerely,  
**Whitman Development Group, LLC.**

Jeffrey Whitman  
Member



**ACCEPTANCE OF WORK PROPOSAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



August 15, 2022

Chandler Calvert  
Board of Directors  
West Neck Community Association

Dear Mr. Calvert,

I am writing to request a variance and appeal a decision by the ARC concerning the bushes at the rear of my yard located at 3097 Egyptian Lane and boarding Legenday Drive. On July 5, 2022 I sent a letter to the ARC requesting that the bushes be grandfathered into the community guidelines because they were 11-12 feet tall for years prior to the purchase of my home. This house was a model home and the neighbors thought the bushes were planted by the builder to enhance the appeal of the model. It was my understanding if the builder installed them they were considered part of the community landscape. My next door neighbor who has lived here since 2006, said the bushes have been here and well over six feet since he moved into his house. Other neighbors made similar statements. I have trimmed them four times since I moved here and spent over \$3000.00. They are now at a height of six feet. I have been taking them down slowly because I did not want to shock the plants. When I received the initial letter from the ARC in June I went ahead and cut them down to six feet even though I had cut them to 8 feet in the spring. The company did not do a good job and I already have seen signs of stress on the plants from the last cutting. I have a new tree company, W and W Tree Service. Richard Woodward came out and said he could trim them back to approximately five feet in the spring but any additional cutting at this time will cause permanent harm and ill them. I will trim them back to less than six feet next spring but they cannot be cut back any more times this year. I have included articles regarding the care of viburnums in this appeal package.

In my original request for an exemption (also in this packet) I mentioned that they provided privacy from the increasing traffic on Legendary Drive. Although my neighbors and I certainly enjoy the privacy it was not the reason for my request. In the rejection letter it was implied that I could not have the

bushes just because I liked them. That was never my intent They had been here since the community was formed and a reason I bought the house. I read the HOA documents very carefully before I moved here. I saw the height was 48 inches for bushes. My husband was on an ARC in our former neighborhood in Northern Virginia and since the house was sold to us with the bushes 12 feet high I assumed it was part of the community landscaping.

I have included pictures of the bushes when I moved in two years ago and current photos. I have tried to be a good neighbor and maintained my home with yearly power washings, rescreening some window screens that were torn and painting the pergola white to better fit in with the neighborhood decor. I serve on the social committee and am a member of the Educators Club and the Garden Club. I take neighborhood pride very seriously and do not feel that having the bushes at six feet detracts from the neighborhood. The bushes are not between houses only along the street. They do not impact any sight lines between houses.

I appreciate your time and thank you so much for your consideration in this matter.

Please call me or email if you have any questions or I can be of assistance. Jim Knapp and Carol Rothman both residents since 2006 will be happy to write letters of support if you require additional proof stating how long they have been here and Richard Woodward will also be happy to speak with you.

Sincerely,

A handwritten signature in black ink that reads "Kris Ganley". The signature is written in a cursive, flowing style.

Kris Ganley 703-477-9416 kganley1945@gmail.com

Enclosures:

pictures, care of viburnum, original letter, letter from ARC

original letter

To: ARC

From: Kris Ganley 3097 Egyptian Lane

I am writing in response to a letter I received regarding the height of bushes behind my home on legendary drive. I would appreciate being considered for an exemption for the height of my bushes to 6 feet.

My husband and I moved to West Neck in the summer of 2020. It was the beginning of the pandemic. When we looked at properties we knew we wanted to move to this community. One of the things that attracted us to this house was the friendliness of the neighbors and the privacy of the yard even though it was on a busy road. I mentioned that to the realtor and she said that the privacy was something the previous owners also enjoyed. As you can see from the picture when we bought the house the bushes were approaching 12 feet. Obviously they were growing for years and not just the 6 months since the pandemic began. I have had the bushes cut back three times since I moved here. I have cut back other plants surrounding the house on the sides or front. I also had the pergola stained white to fit in more appropriately with the community. The bushes are only in the back on the street side and not obstructing neighbors views or sight lines

When I received the letter I asked my landscaper to cut back the bushes on the street even more. He said he could not cut them back more than the 5 1:2 feet because it would kill them. My neighbors like them and I will be happy to provide letters to that fact.

I read the HOA documents before I moved in ( for example noting that I was only allowed two tomato plants)and saw specific requirements for landscaping. Since the previous owner had the bushes so high and my house had been a model home I assumed the builder had planted them and they were grandfathered into the property. It was our understanding that the home had to be in compliance with HOA guidelines when it was sold.

Since I moved here my husband has passed away and I feel a certain amount of security with the bushes protecting the view from the traffic on legendary.

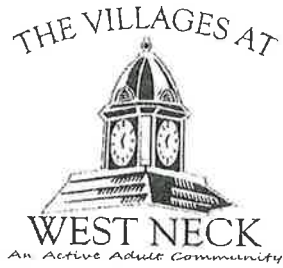
Please let me know what I need to do to request that the bushes are grandfathered in. I will be happy to keep them at 5 1/2 feet I have included pictures from when we moved in and current photos.

Thank you so much for your consideration.



Kris Ganley





*West Neck  
Community Association*

August 11, 2022

Kristine Ganley  
3097 Egyptian Lane  
Virginia Beach, VA 23456

Dear Kris:

This responds to your request for an exception to the Architectural Guidelines and Community Standards. Specifically, the 48" height restriction for shrubbery and hedges contained in paragraph 4.2.3.

There is no provision permitting a variance based solely on a resident's personal preference. Residents are required to acknowledge and agree to maintaining Community Standards at the time of purchase. Almost any plant will grow out of control without proper maintenance. Builder and ARC approved landscaping plans do not exempt the homeowner from maintaining their yard according to Standards.

Thank you for promptly reducing the height of your hedge. However, as you state in your request it still exceeds the Community Standard by several feet. Please submit a plan and timeline to have your hedge trimmed to the appropriate height in the fall. Given the size of your hedge, a tree service might produce better results.

Information on your right to appeal this decision to the Board of Directors can be found in paragraph 4.4 of the ARC Guidelines. Additionally, Information on non-compliance after written notice of a discrepancy can be found in paragraph 4.5.2. of the ARC Guidelines. The ARC Guidelines are available in the Residents section at [westneckvillages.com](http://westneckvillages.com). Questions or concerns may be directed in writing to the ARC.

I am sorry a more favorable decision could not be made. Thank you for your cooperation.

Sincerely,

Gale Perryman  
ARC Chairman

cc: Board of Directors  
Brett Campbell

## Pruning Information

### 1. Trim Shrubs - Trim Shrubs



- Spring blooming shrubs like viburnum develop flower buds on the previous year's wood and should be pruned in the late spring or early summer, shortly after flowering is complete. In Virginia: prune deciduous viburnum during the months of May to July and prune the evergreen variety in May or June.

[piedmontmastergardeners.org/diagnosing-disease-in-viburnums/](http://piedmontmastergardeners.org/diagnosing-disease-in-viburnums/)

## Why Prune Viburnum [plantaddicts.com](http://plantaddicts.com)

Fairly new viburnums will not need pruning unless they are getting out of control and intruding on other plants nearby. Most pruning is done for maintenance, to thin out the shrub, or it needs a heavy prune.

1. Maintenance pruning should be completed in early summer once the flowers have died back. A light prune of the branches will help to maintain the viburnum's shape and size.
2. Pruning to thin out the shrub should be done anytime from February until flowering begins. You can remove damaged or crowded branches which helps to stimulate air flow and new growth.
3. Hard pruning should be done in late March or early April so new shoots can grow during the season.

Viburnums do not require pruning, however, plants can be pruned for shaping purposes, to remove damaged or dead branches, and many taller growers can be pruned to form a very attractive single- or multi-trunk small tree.

## How To Prune Viburnum Shrubs & Trees

### When to Prune

More extensive pruning to reduce size or to tree form should be performed in late winter or very early spring, before new growth begins to emerge. Light pruning for shaping can be performed almost any time of year. To avoid stimulation of new tender growth that could be damaged by a frost and compromise the health of the plant, cease pruning 2 months prior to the average first frost date in your area

### Other Viburnums

Healthy specimens rarely need pruning. Prune viburnums after flowering only if pruning is necessary for shaping. Old or crowded plants may be thinned and shortened to bring flowers to eye level. After 4 to 5 years you may remove 1/3 of the oldest stems, and thereafter prune every 2 or 3 years.

### How to Prune a Viburnum Bush

By: D.C. Winston

21 September, 2017

Viburnum is a large genus of flowering shrubs belonging to the honeysuckle family of plants. Viburnums bloom in a range of hues and are grown as specimen plants, foundation plantings and en masse as hedging. Viburnum flowers in the spring and early summer with the formation of small round purple-black berries following bloom. Always prune viburnum in the late spring or early summer immediately after flowering to prevent you from removing the buds for next year's bloom which form as early as the late summer of each year.

Maintenance prune your viburnum throughout the growing season as needed to remove spent blooms, broken branches and dying foliage. Inspect the shrub each time you water with secateurs in hand. Catching any problems early and removing them will prevent disease from taking hold and spreading.

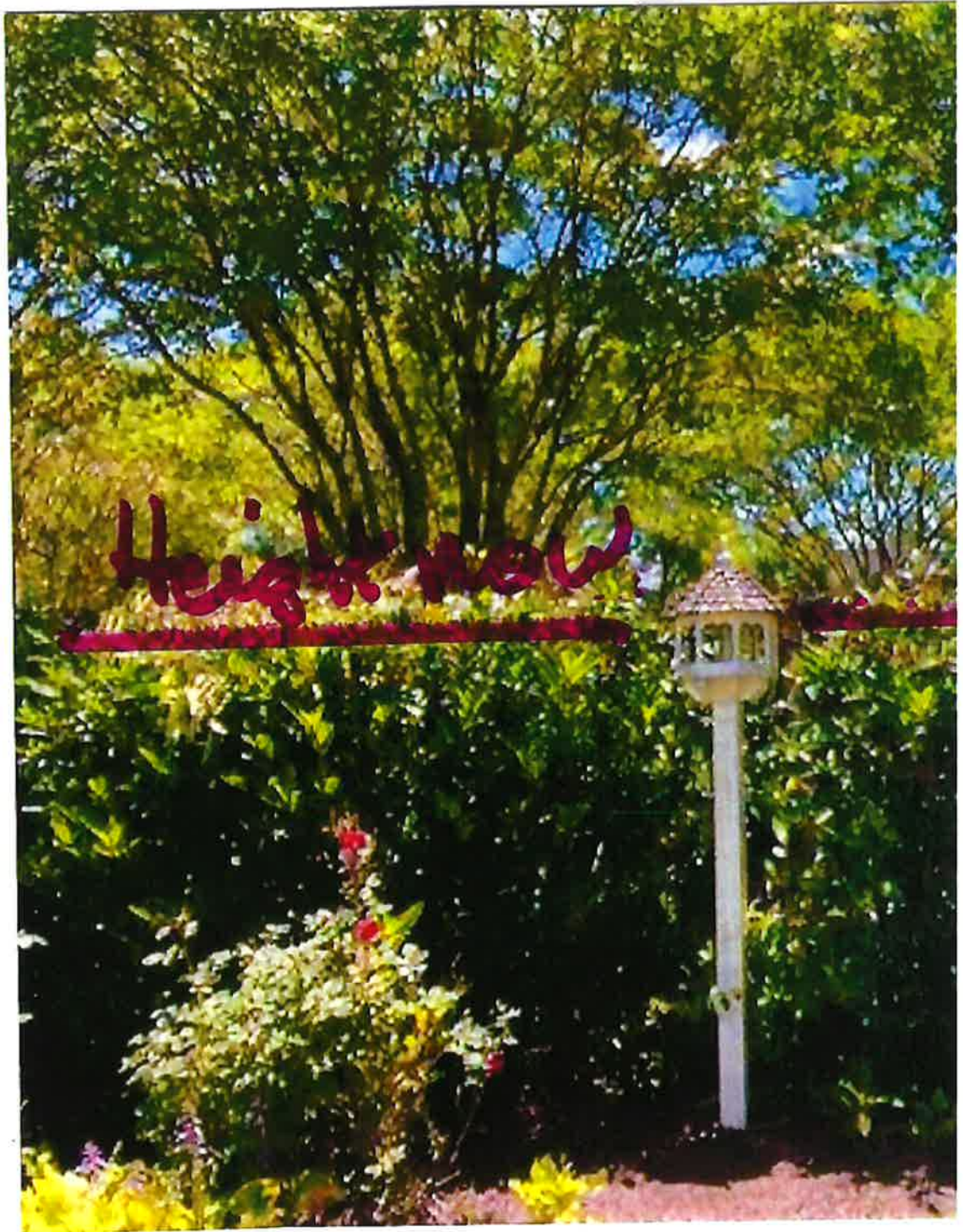
Viburnum is a large genus of flowering shrubs belonging to the honeysuckle family of plants.

- Always prune viburnum in the late spring or early summer immediately after flowering to prevent you from removing the buds for next year's bloom which form as early as the late summer of each year.

Hard prune your viburnum for shape and size in the late spring or early summer once a year or less frequently as needed. Remove up to one third of the shrub's foliage in a single pruning session but no more in order to limit stress on the shrub. Selectively prune weak branches in the interior of the shrub to encourage fresh growth and rejuvenate spindly growth. Thin the interior if needed to allow sunlight and fresh air circulation or remove crossing branches. Set the desired height and spread parameters by shearing off the tips of the branches as needed.

- Hard prune your viburnum for shape and size in the late spring or early summer once a year or less frequently as needed.
- Water your viburnum after any pruning session to lessen the stress on the plant and give the roots a boost to issue new growth.

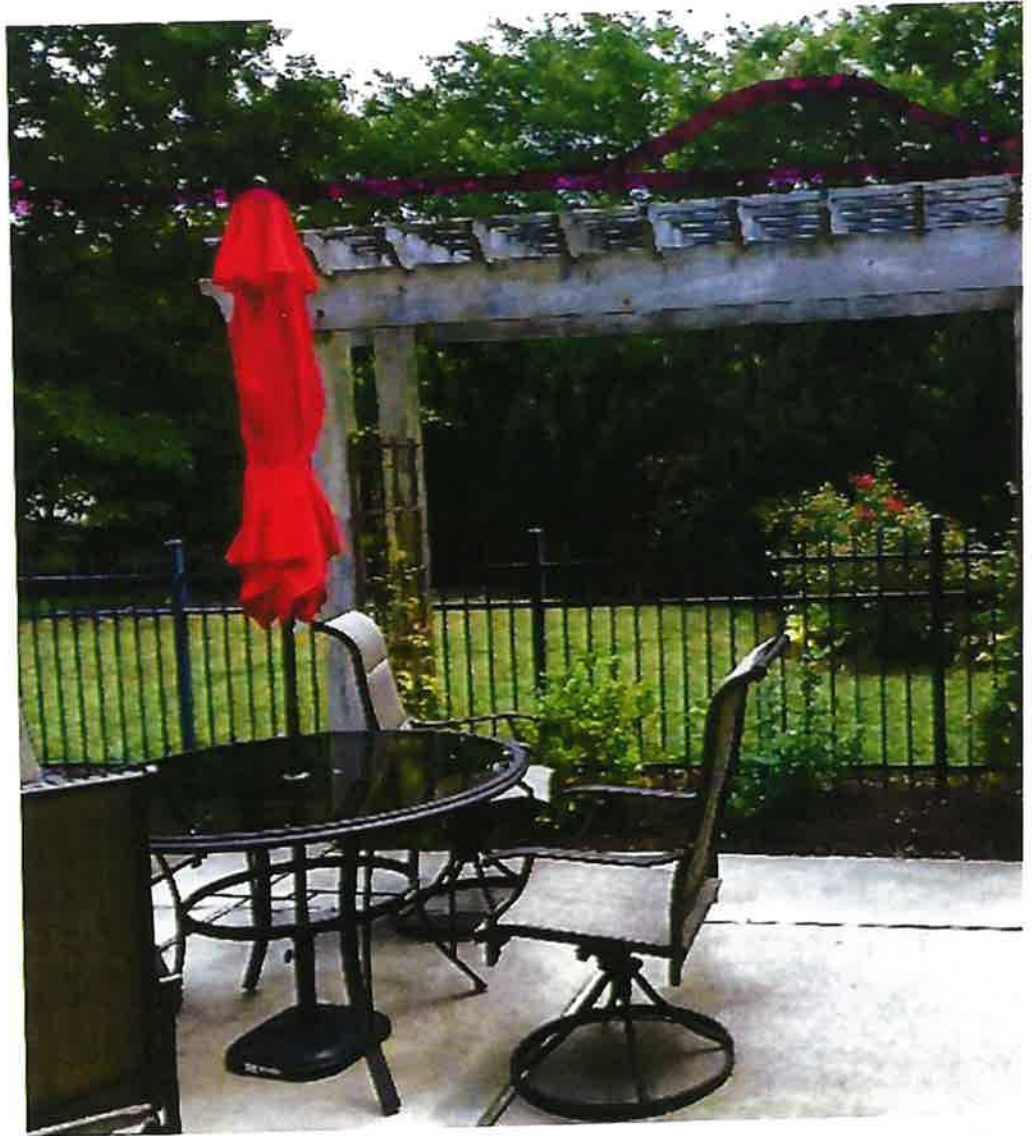
August 2022





June 2020





original height





**WEST NECK COMMUNITY ASSOCIATION'S FINANCE, BUDGET, AND  
INSURANCE COMMITTEE**

**Date: October 25, 2022**

**To: West Neck Board of Directors**

**From: West Neck Community Association's Finance, Budget, and Insurance  
Committee**

**Re: Proposed 2023 Budget**

Enclosed, please find a copy of the committee's proposed budget for 2023 that was approved at our October 24, 2022, meeting. The proposed budget of \$852,580 is in the right hand column on pages 3 & 4 of the attached. This budget is being submitted for the Board of Directors review and approval. Please note that this budget includes a \$5 per month increase in the assessment for 2023. The committee felt that this was justified by the increase cost on required contracts, as well as the impact of inflation and supply chain problems. This would be the first assessment increase since 2011.

Should there be any questions, do not hesitate to contact us.

Respectfully submitted,  
Barry Bimbi – Chairman  
Bobby Ross – Treasurer

G/L Account #	Account Description	Account Type	2018 Actual	2019 Actual	2021 Actual (7 Months VH)	Jan-Jun 2022 Actual
4000	Assessments	Income	673,920	673,920	673,920	336,960
4120	Working Cap Contribution	Income	0	0	0	0
4250	Pool Memberships	Income	52,417	60,275	52,040	52,650
4400	Rental Income VH&P	Income	16,315	17,269	-464	10,248
4700	Collection Processing Fees	Income	0	0	0	395
4710	Late Charges	Income	2,380	2,719	2,350	1,600
4835	Miscellaneous Income	Income	0	0	3,600	500
4910	Interest & Dividend Inc	Income	5,598	3,922	7,882	3,869
	<b>Total Income</b>		<b>750,630</b>	<b>758,105</b>	<b>739,168</b>	<b>406,222</b>
5000	Other Administrative	Expense	2,380	2,868	1,523	380
5010	Uncollectable Accounts	Expense	0	0	0	0
5015	Bank Fees/Charges	Expense	0	10	0	25
5020	Education/Training	Expense	360	335	210	739
5025	Credit Card Processing Fees	Expense	0	0	5	528
5027	Marketing Committee	Expense	835	1,172	1,171	681
5030	Learning Committee	Expense	37	377	67	58
5045	Dues & Subscriptions	Expense	295	295	295	305
5060	Mortgage/Interest Payments VH&P	Expense	117,800	117,800	67,767	0
5061	Land Loan Payments 1	Expense	24,385	24,385	13,996	0
5062	Land Loan Payments 2	Expense	15,046	15,047	6,842	0
5063	Towne Bank Consolidation (5060, 5061, & 5062)	Expense	0	0	67,952	81,542
5075	Event Rental Materials	Expense	0	1,041	186	813
5085	Event Rental Marketing & Admin	Expense	2,995	3,185	3,000	3,176
5090	Office Supplies/Printing VH&P	Expense	1,158	2,104	2,799	1,832
5095	Payroll Proc. Expenses	Expense	3,009	2,268	2,199	1,274
5105	Reserve Study ( or professional study)	Expense	8,019	0	0	4,392
5195	VH&P Supplies	Expense	3,700	4,348	2,461	1,933
5200	Social Committee	Expense	4,368	5,077	2,889	973
5205	Care Committee	Expense	0	0	0	0
5210	Printing	Expense	14,038	8,200	14,950	3,351
5215	Postage/Distribution	Expense	6,318	2,705	5,125	486
6430	Other Admin VH&P	Expense	1,730	3,202	2,600	1,203
5300	Salaries & Wages VH&P	Expense	45,570	47,394	38,446	22,762
5400	Insurance	Expense	14,722	15,421	18,223	12,362
6000	Electricity	Expense	1,080	1,048	1,196	425

6050	Telephone/Cable/Internet/Satellite Radio	Expense	6,793	6,967	6,800	3,593
6100	Landscape Maintenance	Expense	138,873	134,799	145,717	65,226
6199	Grounds Improve & Repair	Expense	450	5,688	3,803	1,045
6200	Irrigation Maintenance	Expense	13,899	12,394	2,594	1,112
6300	Corporate Fees	Expense	718	25	155	155
6035	Refuse Removal VH&P	Expense	1,875	1,998	2,281	1,303
6406	VH&P Utilities	Expense	18,063	18,174	16,746	8,321
6440	Alarm Monitoring & Maint VH&P	Expense	360	477	765	180
6515	General Maint & Rep	Expense	2,421	6,228	5,912	12,269
6530	General Maint/Rprs VH&P	Expense	13,183	11,811	17,016	9,293
6585	Lake Maintenance (Rosecrest Pond Only 2021)	Expense	13,599	12,126	1,590	160
6635	Janitorial & Supplies VH&P	Expense	11,199	10,936	12,167	6,048
6685	Fountain Maintenance	Expense	20,499	18,279	0	0
6700	Pool Service VH&P	Expense	17,000	17,751	21,510	14,099
6745	Entrance/Flags/Signs Maintenance	Expense	490	443	0	0
7000	Accounting/Audit	Expense	7,450	7,978	9,179	8,570
7020	Legal	Expense	9,950	3,963	14,439	11,105
7025	Legal VH&P	Expense	0	0	0	0
7040	Management	Expense	66,845	67,513	68,196	34,438
7095	Management VH&P	Expense	47,308	48,000	48,000	24,000
9000	Income Taxes	Expense	0	246	2,712	0
9800	Replacement Reserve	Expense	15,648	16,080	17,736	9,990
9802	VH&P-Fixed Assets Reserve	Expense	39,681	40,281	35,640	20,070
9880	Insurance Deductable & Risk Mgt. Reserve	Expense	10,872	5,580	0	0
9908	Capital Improvement Reserves	Expense	10,872	9,451	9,464	0
9912	Operating Reserves	Expense	0	0	0	0
9964	Replacement Interest	Expense	5,598	3,922	7,882	3,869
	<b>Total Expenses</b>		<b>741,491</b>	<b>719,392</b>	<b>704,206</b>	<b>374,086</b>
	<b>Net Cash Flow</b>		<b>9,139</b>	<b>38,696</b>	<b>34,962</b>	<b>32,136</b>
Historical Data Notes: 2020 Omitted entirely as the VH was closed for 9 months. 2021 data is shown, but the VH was closed for 5 months.		Gray Indicates Contractural				

G/L Account #	Account Description	2022 Y/E Projected	Proposed 2023 Budget	Revised 2023 Budget	Final 2023 Budget	Notes
4000	Assessments	673,920	673,920	730,080		Final Revised 2023 Budget as approved by the Board on xx/xx/xxxx.
4120	Working Cap Contribution	0	0	0		
4250	Pool Memberships	56,860	60,000	60,000		
4400	Rental Income VH&P	20,000	20,000	20,000		
4710	Collection Processing Fees	400	400	400		
4710	Late Charges	2,600	2,600	2,600		
4835	Miscellaneous Income	0	0	0		
4910	Interest & Dividend Inc	10,000	12,000	39,500		
	<b>Total Income</b>	<b>763,780</b>	<b>768,920</b>	<b>852,580</b>		
5000	Other Administrative (2023 New Website)	2,700	2,700	8,000		2023 is Budgeted with a \$5 per month per unit increase to \$65 per month.
5010	Uncollectable Accounts	1,000	1,000	1,000		
5015	Bank Fees/Charges	50	50	65		
5020	Education/Training	1,000	1,000	1,000		
5025	Credit Card Processing Fees	1,200	1,400	2,000		
5027	Marketing Committee	1,500	1,500	1,500		
5030	Learning Committee	100	500	500		
5045	Dues & Subscriptions	350	350	350		
5060	Mortgage/Interest Payments VH&P **	0	0	0		
5061	Land Loan Payments 1 **	0	0	0		
5062	Land Loan Payments 2 **	0	0	0		
5063	Towne Bank Consolidation(5060, 5061 & 5062)	163,085	163,085	163,085		
5075	Event Rental Materials	2,500	3,000	4,500		
5085	Event Rental Marketing & Admin	3,176	3,400	3,700		
5090	Office Supplies/Printing VH&P	2,800	3,000	3,500		
5095	Payroll Proc. Expenses	2,300	2,600	2,800		
5105	Reserve Study	4,392	0	0		
5195	VH&P Supplies	4,000	3,800	4,300		
5200	Social Committee	5,000	5,000	5,000		
5205	Care Committee	0	250	250		
5210	Printing	8,500	7,500	10,000		
5215	Postage/Distribution	3,600	4,500	6,000		
6430	Other Admin VH&P	3,300	3,500	3,500		
5300	Salaries & Wages VH&P	53,000	52,500	55,500		
5400	Insurance (Updated Prem. Info - Pmts 9)	30,700	19,000	27,500		
6000	Electricity (Incl. Rosecrest pond)	1,200	1,200	2,000		

6050	Telephone/Cable/Internet/Satellite Radio	7,400	7,600	7,600	
6100	Landscape Maintenance	130,000	145,000	150,000	
6199	Grounds Improve & Repair	20,000	5,000	19,524	
6200	Irrigation Maintenance	2,000	5,000	8,000	
6300	Corporate Fees	300	300	300	
6035	Refuse Removal VH&P	2,600	2,800	3,000	
6406	VH&P Utilities	18,500	19,000	20,000	
6440	Alarm Monitoring & Maint VH&P	1,000	1,000	1,000	
6515	General Maint & Rep	16,500	10,000	17,500	
6530	General Maint/Rprs VH&P	23,000	21,000	25,000	
6585	Lake Maintenance ( 3 Lakes We Own)	1,000	1,500	4,000	
6635	Janitorial & Supplies VH&P	12,500	13,500	14,000	
6685	Fountain Maintenance	0	1,000	5,000	
6700	Pool Service VH&P & Pool Supplies	28,000	28,000	28,500	
6745	Entrance/Flags/Signs Maintenance	500	500	500	
7000	Accounting/Audit	8,570	8,800	8,800	
7020	Legal	35,000	24,000	50,000	
7025	Legal VH&P	0	500	500	
7040	Management (No Increase Per Walter 9/22/22)	68,189	68,189	68,189	
7095	Management VH&P	48,000	48,000	50,400	
9000	Income Taxes	2,000	1,800	1,800	
9800	Replacement Reserve (\$62,917 Both 2023)	19,979	20,908	20,908	
9802	VH&P-Fixed Assets Reserve	40,143	42,009	17,359	
9880	Insurance Deductable & Risk Mgt. Reserve	0	0	0	
9908	Capital Improvement Reserves	0	0	0	
9912	Operating Reserves	0	0	0	
9964	Replacement Interest	10,000	12,000	24,650	
	<b>Total Expenses</b>	<b>790,634</b>	<b>768,241</b>	<b>852,580</b>	
	<b>Net Cash Flow</b>	<b>-26,854</b>	<b>679</b>	<b>0</b>	** These 3 line items will not appear on the 2023 Budget or Income Statements
	Cells highlighted in this color in the Proposed Budget column have been changed via updated info since the committee last met.				
	Replacement Reserves \$62,917 or 8.20% per the new 2023 Reserve Study. Reduced Contribution by \$24,650 interest on Repl Res.				
			Funding for the remaining Irrigation project would be paid from the Reserves as an equity transfer and not listed as a budget line item. (Per Bobby)		Yellow highlighted cells are items where the contract has not been finalized.